

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE::KANDLA

DCI/PO Kandla/OPS/Fresh Water/2024

Date: 18-09-2024

NAME OF THE WORK: SUPPLY OF POTABLE FRESH WATER TO DCI DREDGERS WORKING IN DEENDAYAL PORT THROUGH BARGES OR TANKERS ON AS AND WHEN REQUIRED BASIS.

TENDER REFERENCE: Tender No. DCI/PO Kandla/OPS/Fresh Water/2024 dated 29-08-2024

CORRIGENDUM – I

With reference to the above referred Tender on the subject work, the due dates for submission & opening of tenders are revised as below, owing to administrative reasons:

DUE DATES	EXISTING CONDITIONS	REVISED CONDITIONS
Due date for submission of bids to DCIL Project Office, Kandla	19-09-2024 upto 15:00 Hrs	20-09-2024 upto 15:00 Hrs
Opening of Technical bids at DCIL Project Office, Kandla	at 15:30 Hrs on 19-09-2024 at DCIL Project Office, Kandla	at 16:00 Hrs on 20-09-2024 at DCIL Project Office, Kandla

Above shall form part of the tender document and bidder shall submit this along with tender document as part of Technical bid, duly signed with official seal.

Project Manager,
Dredging Corporation of India Limited
Project Office Kandla.

Dredging Corporation of India Limited
Project Office::Kandla

Tender No. DCI/PO Kandla/OPS/Fresh Water/2024

Date: 29-08-2024

TENDER FOR

Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis.

DUE DATES

Availability of bids in Employer's websites for downloading	:	29-08-2024 to 19-09-2024
Last date for receipt of pre-bid queries by Employers from bidders through email	:	09-09-2024 upto 15:00 Hrs
Due date for uploading clarifications for pre-bid queries by Employer in Employer's website	:	13-09-2024
Due date for submission of bids to DCIL Project Office, Kandla	:	19-09-2024 upto 15:00 Hrs
Opening of Technical bids at DCIL Project Office, Kandla	:	at 15:30 Hrs on 19-09-2024 at DCIL Project Office, Kandla

Project Manager,
Dredging Corporation of India Limited
DCI Project Office Kandla,
1st Floor, Plot No.C-46, NU-10/B,
Gayatri Mandir Road, Shaktinagar,
Gandhidham, Gujarat – 370201.
Email ID: pokandla@dcil.co.in, kpramod@dcil.co.in

SECTION – I – INVITATION FOR BIDS (IFB) / NOTICE INVITING TENDER (NIT)

Tender No. DCI/PO Kandla/OPS/Fresh Water/2024

Date: 29-08-2024

Dredging Corporation of India Limited, (A Consortium of 4 Major Ports Visakhapatnam Port, Deendayal Port, Jawaharlal Nehru Port & Paradip Port), will be taking up dredging works at Deendayal Port/ Kandla. In this regard, open tenders are being invited by Dredging Corporation of Limited, Project Office, Kandla, in single stage two cover bidding procedure with proven technical and financial capabilities, for the works mentioned below:

1.	Name of the Work	:	Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis.
2.	Period of Contract	:	3 years from the date of issue of work order and extendable for another one year at the sole discretion of DCI, at the same rates, terms & conditions.
3.	Mobilization Period	:	NIL
4.	Estimated Cost	:	Rs.1,15,20,000/- excluding GST for 3 years
5.	Earnest Money Deposit (EMD)	:	Rs.1,15,200/- (Rupees One Lakh Fifteen Thousand and Two Hundred Only) 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 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, failing which his/ her bid will be liable for summary rejection, considering it as a non-responsive bid.
6.	Cost of Tender Documents	:	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, failing which his/her bid will be liable for summary rejection, considering it as a non-responsive bid.
7.	Details of Bank Account for submission of EMD and Cost of tender documents	:	In favour of: Dredging Corporation of India Limited. Bank Name: Canara Bank Account No.: 35833070000014 Branch Name: DCI, “DREDGE HOUSE” HB colony main road, Seethammadhara, Visakhapatnam – 530022. IFSC/ RTGS No: CNRB0013583. Account type: Current account. GST No.: 37AAACD6021B1ZB. (e- receipt to be uploaded along with bid) Bidders shall obtain confirmation for receipt of Earnest Money Deposit and Cost of Tender Documents from treasury@dcil.co.in and a copy of transaction details/ e-receipt shall be submitted along with the bid.

8.	Availability of bids in Employer's websites for downloading	:	29-08-2024 to 19-09-2024
9.	Last date for receipt of pre-bid queries by Employers from bidders through email	:	09-09-2024 upto 15:00 Hrs
10.	Due date for uploading clarifications for pre-bid queries by Employer in Employer's website	:	13-09-2024
11.	Due date for submission of bids to DCIL Project Office, Kandla	:	19-09-2024 upto 15:00 Hrs
12.	Opening of Technical bids at DCIL Project Office, Kandla	:	at 15:30 Hrs on 19-09-2024 at DCIL Project Office, Kandla

13. Pre Qualification Criteria:

- 13.1. The eligible bidder should have successfully completed similar works during the last seven years, ending last day of month previous to the one in which tenders are invited as follows:
- 13.1.1. Three similar completed works each costing not less than the amount of Rs.46.08 Lakh, exclusive of GST (OR)
- 13.1.2. Two similar completed works each costing not less than the amount of Rs.57.60 Lakh, exclusive of GST (OR)
- 13.1.3. One similar completed work costing not less than the amount of Rs.92.16 Lakh, exclusive of GST.
- 13.2. Average Annual financial turn over during the last 3 years ending 31st March 2023 should be at least Rs.34.56 Lakh.
- 13.3. Similar works means supply of potable fresh water to vessels working in any Port through barges or tankers.

14. Downloading of Tender documents and Submission of bids:

Interested eligible Tenderers/Bidders to download the tender documents from the website- <https://dredge-india.com>. 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. Bids should be submitted only in offline mode to Project Office, Kandla.

15. Power of Attorney:

Original Power of Attorney (PoA) duly notarized on Rs.100/- non-judicial stamp paper, along with letter of submission in a sealed cover, super-scribed with name of the tendered work, before due date and time of the tender submission, shall be submitted at DCI Project Office Kandla, 1st Floor, Plot No.C-46, NU-10/B, Gayatri Mandir Road, Shaktinagar, Gandhidham, Gujarat – 370201. In case of signing the bid documents by a Representative, other than the Proprietor/ Owner of the firm. In case, Owner/proprietor signing the bid documents, supportive documents shall be submitted substantiating the proprietorship/ownership of the firm, for eg., Firm Registration certificate with his/her name. Tenders without notarized power of attorney or any supportive document as above in case of owner/proprietor shall be considered irresponsive and are liable for rejection. If Original copy is not received at DCI Project Office, such bid shall be liable for rejection. PoA shall have the Specimen Signature(s) (must match with signatures in all the bid documents) of the authorized signatory.

16. Integrity Pact:

Integrity Pact 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 "Integrity Pact" in (02 sets) to be executed and should submit to the Project Office Kandla of Dredging

Corporation of India Limited, along with other enclosures in Cover – A “Techno-Commercial Bid”. If Original hard copy is not submitted at DCI Project Office before due date and time of the tender submission, such bid shall be liable for rejection. Integrity Pact 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

2. Shri. P. K. Dash, I.A.S. (Retd.)
Near Laharpur Dam, Bhopal
203, SubhNiwas, 12-13-548,
Mobile: +91-9425011441,
Email- pkdash81@gmail.com

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

17. Price Bid:

Bidders are advised to submit in separate sealed Cover – B super scribed with words “Price Bid” for the work “Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis” in line with the scope of work, terms and conditions contained in the bid document after going through the prevailing conditions at site, in the prescribed format only. Bids received after the stipulated last date and time for receipt of bids, due to any reasons, will not be considered for evaluation. DCI will not be responsible for any sort of delays in any respect towards bid and/or bid documents submission and it’s completely the bidder’s responsibility.

18. Queries:

Bidders may mail their bid related queries to the following e-mail ids and contact at the following address for clarifications regarding tender conditions and replies for which will be uploaded in the Employer’s website. Bidders are advised to visit Employer’s website on frequent basis for any addendums to the tender.

The Project Manager
Dredging Corporation of India Limited
Project Office Kandla,
1st Floor, Plot No.C-46, NU-10/B,
Gayatri Mandir Road, Shaktinagar,
Gandhidham, Gujarat – 370201
Email ID: pokandla@dcil.co.in, kpramod@dcil.co.in
Mob.: +91 89787 09004/ +91 94756 95210

19. DCI Reserves the right

Notwithstanding anything stated anywhere in the tender, Dredging Corporation of India Ltd./ Employer reserves the right to:

- (a) Issue tender documents only to those considered capable to execute the work.
- (b) Accept or reject any or all Tenders without assigning any reason whatsoever.
- (c) Cancel the tender enquiry at any stage without assigning any reason.
- (d) Accept the tender in whole or part.
- (e) Reject the tender received with counter conditions.

Project Manager
Dredging Corporation of India Limited,
Project Office, Kandla

SECTION – II – INSTRUCTION TO BIDDERS (ITB)

Offline bids are invited by Dredging Corporation of India Ltd. (DCIL) in Single Stage-Two cover system for the work “Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis”

1. Eligible Bidders

- 1.1. This Invitation for Bids is open to Indian Dredging Contractors only who satisfy the conditions stipulated in the bid document.
- 1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 1.3. Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Employer
- 1.4. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Employer or any other Government agencies /Employer’s Clients in accordance with ITB Clause 31.

2. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no way be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3. Content of Bidding Documents:

- 3.1. The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB)/Notice Inviting Tender (NIT), the Bidding Documents include:
 - 3.1.1. Instructions to Bidders (ITB)
 - 3.1.2. General Conditions of Contract
 - 3.1.3. Special Conditions of Contract (SCC)
 - 3.1.4. Technical Specifications (TS)
 - 3.1.5. Sample Forms containing the following:
 - Bid Form
 - Price Schedule
 - Proforma For Bank Guarantee for Earnest Money Deposit
 - Agreement Form
 - Performance Security Form
 - 3.1.6. Qualification Requirements
 - 3.1.7. Details of the tanker(s)/barge (s) proposed for deployment
 - 3.1.8. Integrity Pact
- 3.2. The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents, including Tender Document or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

4. Clarification of Bidding Documents

- 4.1. A prospective bidder requiring any clarification on any of the bidding document may notify Employer by E-mail at the Employer’s address indicated in the Invitation for bid in no case later than the due date prescribed in the IFB. Employer’s response on the bid related queries will be hosted in Employer’s website on or before the date prescribed in IFB.

4.2. Corrigendum, if any, also shall only be hosted in the above said website. No press notification for any amendment/clarification will be issued. Bidders are advised to regularly visit Employer's website to keep them updated on the above.

5. Amendment of Bidding Documents

- 5.1. At any time prior to the deadline for submission of bids, Employer may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- 5.2. The amendment will be hosted on above mentioned websites only. Respective bidders are requested to visit the website regularly.
- 5.3. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, Employer may, at its discretion, extend the deadline for the submission of bids.

6. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be in English only.

7. Documents Comprising the Bid

- 7.1. The bid for the work will be based on two cover system (Part-I: Techno Commercial Bid and Part-II: Financial Bid (Price Bid)) as mentioned below:
 - Techno Commercial Bid ; and
 - Financial/ Price Bid
- 7.2. The "Techno Commercial Bid" prepared by the Bidder shall comprise the following components:
 - 7.2.1. A Bid Form except the Price Schedule completed in accordance with ITB Clause 9.
 - 7.2.2. A list of works tendered for and in hand/being executed as on the date of submission of tender.
 - 7.2.3. A detailed list of barges/tankers available with the tenderer and which is proposed for deployment for the work under consideration including their specifications.
 - 7.2.4. Documentary evidence established in accordance with ITB Clause 12 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted, including audited balance sheet for the last three years ending 31st March 2023 and Profit & Loss.
 - 7.2.5. The requisite Earnest money deposit for Rs.1,15,200/- (Rupees One Lakh Fifteen Thousand and Two Hundred Only) for participating in the tender in the form of e-challan (e- receipt to be enclosed)/ Bank Guarantee is to be furnished in accordance with ITB Clause 13.
 - 7.2.6. Cost of tender deposit of Rs.5,900/- (non refundable) in the form of e-Challan (e- receipt to be enclosed), without which bid is liable for summary rejection.
 - 7.2.7. Copt of PAN Number issued by Income Tax Authorities
 - 7.2.8. Copy of GST Registration Certificate.
 - 7.2.9. Copy of cancelled cheque
 - 7.2.10. Copy of Registration with Provident Fund Authorities.
 - 7.2.11. Original Power of Attorney (PoA) on Rs.100/- non-judicial stamp paper, in favour of the person authorized to sign the tender document, in accordance with IFB Clause No.15. PoA shall have the "Specimen Signature" of the person being authorized to sign in order to verify the signatures on the bid documents.
 - 7.2.12. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
 - 7.2.13. Information regarding any current litigation in which the tenderer is involved.
 - 7.2.14. Copies of original certificates of registration etc., of tanker(s)/barge(s) proposed to be offered to Employer, including copy of the valid insurance policy covering H&M, crew, Third Party, wreck removal/oil pollution, war risk etc., pursuant to Clause 9 of GCC.

- 7.2.15. Copy of clear title of the ownership of the tanker(s)/barge(s) proposed for deployment. If the tenderer is not the owner of the tanker(s)/barge(s), necessary documents in support of the authorization or lease granted by the owner of the tanker(s)/barge(s) to the tenderer to offer and operate the tanker(s)/barge(s) by the tenderer to execute the intended work. This authorization or lease shall be executed on a stamp paper duly notarized. If the equipment to be deployed is within group companies, letter from the group company confirming chartering of vessel may be considered and the letter to be notarized. Original shall be submitted to DCI in hard copy.
- 7.2.16. The tenderer will have to give a certificate that he is not related to any officer of Employer (DCI) or any officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The Contractor should give a declaration along with his tender about the names of the relatives, who are employed with the Employer. (Annexure-I)
- 7.2.17. The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid. (Annexure-II)
- 7.2.18. The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid (Annexure-II).
- 7.2.19. The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved (Annexure-III).
- 7.2.20. Vendor Code Creation form (Annexure –IV)
- 7.2.21. Downloaded/Purchased Tender Document duly signed on all the pages by tenderer.
- 7.2.22. The bidders should sign and submit an “Integrity Pact” to be executed between the bidder and Employer 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” on Rs.100/- non-judicial stamp paper shall be liable for rejection. In addition to uploading the copy online, Original of said Integrity Pact (02 sets) shall be sent to Employer to reach on or before due date & time specified for bid submission, without which bid is liable for rejection.

8. Employer reserves its right to inspect tanker(s)/barge(s) proposed for deployment and seek any other details/documents to ascertain the competence of the tenderer, at any stage of the tender/contract. Suitability of the tanker(s)/barge(s) as per tender conditions will be decided by Committee appointed to inspect tanker(s)/barge(s). As per Committee report, if tanker(s)/barge(s) are not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the bidder will be rejected.

9. Bid Form

The Bidder shall complete the Bid Form except the Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 7.2.1 of ITB, duly sign and upload the same online in the “Techno-Commercial Bid”.

10. Bid Prices

- 10.1. The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and submit the same in Cover B “Financial Bid/Price Bid (BOQ)”.
- 10.2. The bidder shall quote his prices only in Price Schedule furnished in the bidding document and submit it the Cover B “Financial/Price Bid (BOQ)”. The bidder should not indicate the prices anywhere directly or indirectly in the “Techno Commercial Bid”. Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid (BOQ) should not contain any counter

conditions. Conditional tenders or tenders with counter conditions are liable for summary rejections.

- 10.3. Bidder must quote his rate for all the BOQ items. If rate is not quoted by bidder for any BOQ item, then the bid will be considered as invalid and shall be rejected.

11. Bid Currencies

Prices shall be quoted in Indian Rupees only.

12. Documents Establishing Bidder's Eligibility and Qualifications

- 12.1. Pursuant to Clause 7 of ITB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. Tenderer can access tender documents on the website, fill them with all relevant information and submit the completed tender document in offline mode to Project Office Kandla.
- 12.2. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Employer's satisfaction that the Bidder has the financial & technical, capability and competency necessary to perform the contract as per Qualification Requirements Form No.6 in Section VI. All documents as per tender requirement should be attested with sign & seal of the bidder and are to be submitted offline to Project Office, Kandla as per Clause No.16 of IFB.

13. Earnest Money Deposit (EMD):

- 13.1. Pursuant to Clause No. 7.2.5 of ITB, the Bidder shall furnish, the Earnest Money Deposits by the way of e-challan (NEFT/RTGS) as indicated in the tender to be submitted to the bank as detailed from any Scheduled or Nationalized Indian Bank or by the way of unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank as per enclosed sample.
- 13.2. In case of bidders submitting Bank Guarantee towards Earnest Money Deposit for the tender, Original "Bank Guarantee" towards EMD shall be enclosed along with other documents in Techno-Commercial Bid submitted to "Project Manager, Project Office, Kandla" in a separate envelope super scribed "Earnest Money Deposit for Tender No: DCI/PO Kandla/OPS/Fresh Water/2024 dated 29-08-2024" and should reach the address mentioned in the tender before due date and time of tender submission. If the Original Bank Guarantee or proof of transaction towards EMD is not received by the due date and time, the bids shall be summarily rejected. The Earnest Money Deposit shall not carry any interest.
- 13.3. The Earnest money is required to protect Employer against the risk of Bidder's conduct, which would warrant the earnest money forfeiture, pursuant to Clause No.13.6 of ITB.
- 13.4. The earnest money deposit submitted by way of bank guarantee shall be valid for thirty (30) days beyond the validity of the bid.
- 13.5. Any bid not secured in accordance with ITB Clauses 13.1, 13.2, 13.4 and 13.7 will be rejected by the Employer as non-responsive, pursuant to ITB Clause 22.
- 13.6. Unsuccessful bidders' earnest money deposits will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Employer, pursuant to ITB Clause 14, without interest. In case of successful bidder, same shall be refunded not later than 30 days after submission of requisite Performance Security & execution of Contract Agreement by the bidder.
- 13.7. The earnest money deposits may be forfeited:
- 13.7.1. If a Bidder:
- 13.7.1.1. Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
- 13.7.1.2. Does not accept the correction of errors pursuant to ITB Clause 22.2
- 13.7.2. In the case of a successful Bidder, if the Bidder fails: or
- 13.7.2.1. To sign the contract in accordance with ITB Clause 29; or
- 13.7.2.2. To furnish performance security in accordance with ITB Clause 30.

13.8. For availing the benefits of MSME, all the participating bidders must be registered under MSME acts & relevant provisions in relevant trade/business 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

14. Period of Validity of Bids

14.1. The Tenderer should keep open the validity of the Bid for 90 days from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by email by Employer is made before the expiry of the initial validity period of 90 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of the Employer.

14.2. In case Employer asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 13 shall also be suitably extended.

15. Format and Signing of Bid

15.1. Special care shall be taken to write/type the rates in figures as well as in words in the price schedule such a way that no interpolation is possible.

15.2. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

16. Separate Bids Viz. Technical Bid and Financial Bid/ Bill of Quantities:

16.1. The bid to be submitted should be of two parts Technical-Commercial bid (Cover A) & Price Bid (Cover B), in two separate sealed covers.

16.2. The Techno- Commercial Bid along with all enclosures to be put in a sealed cover super scribed with the words – Cover A “Techno-Commercial Bid” for the work “Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis” to be submitted on or before 15:00 Hrs on 19-09-2024.

16.3. The Price Bid containing only tendered amount is required to be put in another sealed cover super scribed with the words – Cover B “Price Bid” for the work “Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis” to be submitted on or before 15:00 Hrs on 19-09-2024.

16.4. Tenderer should ensure that his tendered amount as per Cover - B is not mentioned in any other document directly or indirectly, failing which his/her shall be summarily rejected. The duly sealed covers “A” & “B” are to be put in a separate main sealed cover super scribed with the words “Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis” to be submitted on or before 15:00 Hrs. on 19-09-2024 to the address mentioned below.

To
The Project Manager,
DCI Project Office Kandla,
1st Floor, Plot No.C-46, NU-10/B,
Gayatri Mandir Road, Shaktinagar,
Gandhidham, Gujarat – 370201
Email ID: pokandla@dcil.co.in, kpramod@dcil.co.in

17. Deadline for Submission of Bids

17.1. The offline bids should reach the address mentioned in the tender, not later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day.

17.2. Employer may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the Employer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids:

Any bid received by the Employer after the deadline for submission of bids prescribed by the Employer pursuant to ITB Clause 17 due to reason as mentioned in ITB Clause 17.2 will be rejected.

19. Modification of Bids

The Bidder cannot modify or withdraw its bid after due date & time of submission of the technical bids.

20. Clarification of Bids

During technical evaluation of the bids, Employer may, at its discretion, ask the Bidder for a clarification about its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

21. Preliminary Examination

21.1. Employer will examine the Techno Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, in line with the pre-qualification criteria given in IFB/NIT.

21.2. Employer may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

21.3. Prior to the detailed evaluation, pursuant to ITB Clause 21, the Employer will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 13), Applicable Law (GCC Clause 25), and Taxes and Duties (GCC Clause 27), Performance Security (GCC Clause 8) and Force Majeure (GCC Clause 19) will be deemed to be a material deviation. Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder. Further, non-submission of duly signed Tender document & non-furnishing of cost of Tender document also shall be deemed to consider as material deviation.

21.4. If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

22. Evaluation and Comparison of Bids

22.1. The Financial/Price Bid/Bill of quantity (BOQ) of only those tenderers who have been qualified in the Technical Bid will be opened at a later date. The date and time of opening of Financial Bid/Bill of quantity (BOQ) shall be notified through email.

22.2. Arithmetical errors will be rectified on the following basis:

22.2.1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.

22.2.2. If there is a discrepancy between words and figures, the amount in words will prevail.

22.2.3. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

22.3. Bill of quantity (BOQ) shall be inclusive of cost of potable water, hire of barges/tankers, fuel and lubricants, assisting accessories, wages, repairs, servicing, labour, maintenance, port passes, port entry/exit permissions, port dues for plying in port waters, pilotage charges, barge crew/drivers, pump operators, crew, lab test reports of samples, all consumable, all taxes & levies, etc., except GST.

23. Contacting the Employer/ Dredging Corporation of India Ltd. (DCI)

23.1. From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact Employer on any matter related to the Bid, it should do so in writing.

23.2. Any effort by a Bidder to influence the Employer/its representatives in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

24. Post Qualification

24.1. In the absence of pre-qualification, the Employer will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the Bidding Document from the evaluation of the Techno-Commercial Bid.

24.2. The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information, as the Employer deems necessary and appropriate.

25. Award Criteria

Subject to ITB Clause 29, the Employer will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid. However, Employer reserves the right to accept or reject any bid as specified in ITB Clause 27.

26. Right to Vary Period of Contract at Time of Award

26.1. Contract period is for 03 years from the date of work order and extendable for another one year at the sole discretion of DCI on same rates, terms, and conditions. For all extensions given by Employer, Contractor has to execute the work as per rates quoted in Schedule of Rates/Negotiated Rates and as per Contract Conditions laid in Tender Document. Employer reserves right regarding giving extension/ curtailment, deciding period of extension/curtailment and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.

26.2. In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving one-week notice. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 7 days notice by the Project Office Kandla, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.

27. Right to Accept Any Bid and to Reject Any or All Bids

The EMPLOYER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason and without incurring any liability to the affected Bidder or Bidders.

28. Notification of Award

28.1. Prior to the expiration of the period of bid validity, EMPLOYER will notify the successful Bidder in writing by registered letter or e-mail, to be confirmed in writing by registered letter, that its bid has been accepted.

28.2. The notification of award will constitute the formation of the Contract.

29. Signing of Contract

At the same time as the EMPLOYER notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with EMPLOYER at his cost within 7 (seven) days after receipt of work order.

30. Performance Security

Within 7 (seven) days of the receipt of notification of award from the EMPLOYER, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement of ITB Clause 29 or ITB Clause 30 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

31. Corrupt or Fraudulent Practices

The EMPLOYER requires that the Bidders/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the EMPLOYER:

- 31.1. defines, for the purposes of this provision, the terms set forth below as follows:
- 31.2. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 31.3. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the EMPLOYER, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the EMPLOYER of the benefits of free and open competition;
- 31.4. Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 31.5. Employer will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by EMPLOYER if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with EMPLOYER.
- 31.6. Furthermore, Bidders shall be aware of the provision stated in ITB Clause 1.4.

32. General

- 32.1. Bid Documents are not transferable.
- 32.2. Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.
- 32.3. The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 32.4. All Signatures in the Document may be dated.
- 32.5. All Tender Documents shall be treated as private and confidential and must be returned to EMPLOYER, without defacing or altering.
- 32.6. Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- 32.7. All correspondences must be made to the Project Manager, Dredging Corporation of India Limited, Project Office, Kandla.

SECTION – III – GENERAL CONDITIONS OF CONTRACT (GCC)

1. **General**

Apart from above part-II amendments to FIDIC conditions, the following clauses shall also form part of contract and whenever in conflict shall prevail over Part-I FIDIC conditions and Part-II COPA

2. **Definitions:**

In this Contract, the following terms shall be interpreted as indicated:

- “Corporation” means the Dredging Corporation of India Limited (DCIL).
- “MD & CEO” means the Managing Director and Chief Executive Officer of DCIL.
- “RGM, WRO Mumbai” means the Regional General Manager, Western Regional Office Mumbai.
- “PIC/ PM” means The Project Manager
- “PO Kandla” means the Project Office Kandla
- “The Contract” means the agreement entered into between DCIL and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- “The Contractor” means the individual or firm or company supplying the Services under this Contract and named in Scope of work.
- “The Services” means all of the services, which the Contractor is required to supply to DCIL under the Contract.
- “Work” means the Work to be executed in accordance with the Contract and includes authorized “Extra Works” and “Excess Works” and “Temporary Works”.
- “Specifications” means the relevant and appropriate Bureau of Indian Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- “Engineer” means DCIL’s official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated.
- “Engineer’s Representative” means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- “Contractor” means the person or persons, firm or company who’s tender / offer has been accepted by DCIL and includes the Contractor’s Representatives, heirs, successors, and assigns, if any permitted by DCIL.
- “Excepted Risks” are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by DCIL of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- “GCC” means the General Conditions of Contract contained in this section.
- “SCC” means the Special Conditions of Contract contained in this tender
- “TS” means the Technical Specifications contained in this tender
- “Day” means calendar day.
- “DPA” means Deendayal Port Authority
- “DCIL” means Dredging Corporation of India Limited

- “Month” means the English calendar month.
- “Singular/Plural” Word importing the singular only, also includes the plural and vice- verse where the context so requires.

“The heading /Marginal Notes” in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

3. **Application**

These General Conditions shall apply to the extent that provisions in this and other parts of the Contract (Except GCC Part I & GCC Part II COPA) do not supersede them.

4. **Standards**

The services provided under this contract shall conform to the Standards mentioned in “Technical Specifications”.

5. **The Contract & General Obligations of Contractor:**

5.1. **Applicability of Laws on the Contract:**

The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Andhra Pradesh, India, including the following Acts.

- 5.1.1. The Indian Contract Act, 1872
- 5.1.2. The Major Port Trust Act, 1963
- 5.1.3. The Employees Compensation Act, 1923
- 5.1.4. The Minimum Wages Act, 1948
- 5.1.5. The Contract Labour (Regulation & Abolition) Act, 1970.
- 5.1.6. The Dock Workers’ Act, 1948
- 5.1.7. The Indian Arbitration and Conciliation Act (1996)

5.2. **Contractor to Execute Contract Agreement:**

Within 7 (seven) days of receipt of work order, the Contractor shall, at his own expense, enter into and execute a Contract Agreement in Duplicate, to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term “Contract” here in before, shall collectively be the Contract.

5.3. **Interpretation of Contract Document – Engineers’ Power**

Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any ambiguity, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.

5.4. **Contractor Cannot Sub-let the Work**

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible for:

- 5.4.1. the acts, defaults and neglect of any sub-contractor, his agents, servants, or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and
- 5.4.2. his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a “Piece rate” basis shall not be deemed to be subletting under this clause.

5.5. **Contractors' Price is Inclusive of All Costs**

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/ Offer all his cost of man power, spares, stores with lubes, repairs, port dues, GST to the appropriate authorities and other things of every kind required for the completion of work.

5.6. **Safety**

Contractor is Responsible for safety of the their equipment including men and material and shall be solely responsible for all adequacy, stability and safety of all site operations, even if any prior approval thereto has been taken from the Employer or his Representative.

5.7. **Contractor to Supervise the Works**

Necessary and adequate supervision shall be provided by the contractor during execution of contract. The contractor or his competent and authorized agent or representative shall constantly be at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation specified in the Contract. The Contractor shall inform the engineer or his Representative in writing about such representative/agent of him at site.

5.8. **Damages**

Contractor is responsible for all damages to other structures/persons, caused by him in executing the work. The Contractor shall at his own protect and take all precautions in regard to the personnel or structure or services or properties belonging to the DPA/Employer and shall indemnify and keep indemnified the DPA/Employer against claim for injury, loss or damage caused by the Contractor in connection with the execution of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of insurance cover, if any, taken by the Contractor shall not be reimbursed by the EMPLOYER, unless otherwise stipulated in the Contract. Contractor is deemed to indemnify DPA, and the Employer for any of claim/loss/damage to anybody including third party on account of his operations in the port waters as the case may be.

5.9. **Fossils, Treasures troves etc. are EMPLOYER's property**

The contractor shall immediately inform the Employer's representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archeological importance be discovered at site which shall remain the property of the Employer/DPA and protect them from being damaged by his workmen and arrange for disposal of them at the Contractor's expense as per the instruction of the Engineers representative.

6. **Indemnify**

Contractor to Indemnify the Employer/DPA against all Claims for Loss, damages, etc.

6.1. The Contractor shall be deemed to have indemnified the EMPLOYER against all claims, demands, actions and proceedings and all costs arising there from on account of:

6.1.1. Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.

6.1.2. Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.

6.1.3. Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private Road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the EMPLOYER or any other person.

6.1.4. Damage/injury caused to waterway and bridge on account of the movement of Contractor's plants and materials in connection with the work.

7. **Work to Cause Minimum Possible Hindrance to Traffic Movement**

The work has to be carried out by the Contractor causing the minimum hindrance for any maritime traffic or surface traffic.

8. **Performance Security**

- 8.1. Within 7 (seven) days after receipt of notification of award of the Contract, the contractor shall furnish Performance Security to EMPLOYER for the amount of 5% of the contract value..
- 8.2. The proceeds of the Performance Security shall be payable to the EMPLOYER as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 8.3. A sum equal to 5% of contract value shall be deposited by the contractor by e-payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Pro - forma at Annexure enclosed. Bank Guarantee shall be valid till the completion of the contract including extended period if any, plus 60 days thereafter.
- 8.4. At the option of contractor, EMD can be converted as part of Performance Security and balance performance security shall be submitted in the form of BG/e- payment to DCIL as per account details given. If EMD is submitted in the form of BG, its validity shall be suitably extended, same as the Performance security.
- 8.5. In case the contract is further extended by giving additional work value, sum equal to 5% of the additional contract value for the extended period of contract shall be deposited within 7 days after receiving a letter of extension of contract from EMPLOYER.
- 8.6. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager. If Bank Guarantee is submitted against Performance Security, it should be valid till the completion of the contract including extended period if any, plus 60 days thereafter.
- 8.7. The performance security will be discharged by the EMPLOYER and returned to the Contractor not later than 60 days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract upon submission of "No Dues - No Claim" by the Contractor.
- 8.8. In addition to performance security, retention money shall be deducted from running account bills @ 5% of bill value, subject to maximum of 5% of contract value.
- 8.9. Performance security and retention money will not carry any interest.

9. **Insurance**

- 9.1. Insurance of deployed equipment, men and material is completely the responsibility of the contractor.
- 9.2. The contractor shall without limiting his or the EMPLOYER's obligation and responsibilities, endorsement of Co-insurance and waiver of subrogation in favour of EMPLOYER and DPA to be issued.
- 9.3. The Contractor shall have insurance for the contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.
- 9.4. The Contractor shall have insurance against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (P & I/Third Party Insurance including Wreck removal/Oil pollution).
- 9.5. The Contractor shall have insurance against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen)
- 9.6. The contractor shall provide evidence to EMPLOYER, prior to the start of the work at site, that the insurances required under the contract have been affected.
- 9.7. The contractor shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times.

- 9.8. If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the EMPLOYER, then and in any such case the EMPLOYER may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 9.9. In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify EMPLOYER against all losses and claims arising from such failure.
10. **Payment:**
- 10.1. The Contractor's request for payment shall be made to the DCI Project Manager, Kandla in writing, accompanied by a tax invoice in duplicate describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the contract, as well as the appropriate SAC should be clearly indicated in the invoice. Care should be taken that the corresponding GST component, if applicable, will be mentioned/ indicated separately in the tax invoice.
- 10.2. The Bill for Services rendered/payment will be on monthly basis upon prompt submission of tax invoices timely and with all the necessary supporting documents in complete. Invoices submitted without necessary supporting documents shall not be considered and will be returned to the contractor.
- 10.3. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
- 10.4. The payment will be made only for the services provided as agreed to as per the rates agreed, after deduction of Security Deposit of 5% of bill value in each bill and statutory taxes. This will be deducted in addition to the performance security deposit.
- 10.5. The payment shall be made within 45 (forty five) days of submission of an Tax invoice/claim by the contractor complete in all respects through RTGS/NEFT from DCI Head Office, Visakhapatnam to the bank account, as provided by the contractor in the tender. However, no interest will be paid for any delay in releasing of payment.
- 10.6. Monthly bills (one original + one copy) to be submitted to DCI on or before 7th of every month along with all supporting documents in original.
11. **Prices**
Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor.
12. **Change Orders**
- 12.1. The Employer may, at any time by a written order or an email give to the Contractor, make changes within the general scope of the Contract for the services to be provided by the Contractor.
- 12.2. If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the Employer's change order.
13. **Contract Amendments**
Subject to Clause 12 of GCC, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

14. **Assignment**
The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract except with the Employer's prior written consent.
15. **Subcontracts**
The Contractor shall not subcontract any part of the work without written permission from Employer.
16. **Delays in the Contractor's Performance.**
- 16.1. The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Employer.
- 16.2. If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the Employer in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 16.3. Except as provided under Clause 0 of GCC, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages/penalties pursuant to Clause 17 of GCC, unless an extension of time is agreed upon pursuant to Clause 16.2 of GCC without the application of liquidated damages.
17. **Liquidated Damages/Penalty**
Subject to Clause 19 of GCC, if the Contractor fails to perform the Services within the period(s)/ timeline(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages/penalty, a sum equivalent to 0.5% of the contract value per week for delays in rendering services /mobilization of equipment/ commencement of supply order/work or completion of work.
18. **Termination for Default**
- 18.1. The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
- i) If the Contractor fails to provide the service within the specified time or within any extension thereof granted by the Employer pursuant to Clause 16.2 of GCC; or
 - ii) If the Contractor fails to perform any other obligation(s) under the Contract.
 - iii) If the Contractor, in the judgement of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
 - "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- 18.2. In the event the Employer terminates the Contract in whole or in part, pursuant to Clause 18.1 of GCC, the Employer may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the Employer for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

19. **Force Majeure**

- 19.1. Notwithstanding the provisions of Clauses 16, 17, 18 of GCC, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 19.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Employer in contractual capacity, wars or revolutions, fire, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes. In the event of Force Majeure continues for a period of 28 days, either party may then give notice of termination that shall take effect 7 days after giving of the notice.
- 19.3. In case of force majeure, extension time shall be granted for the approved "Force majeure" period.
- 19.4. If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20. **Termination for Insolvency.**

The Employer may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer.

21. **Termination for Convenience.**

The Employer may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of one week will be given. Contractor shall be paid for the works executed as on date of Termination. In case of termination of contract by DPA, the same contract shall be terminated by Employer without any compensation.

22. **Settlement of Disputes/ Arbitration clause**

- 22.1. If any dispute or difference of any kind whatsoever arises between Contractor and DCI in connection with or arising out of the Contract Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Departmental Resolution Committee nominated by Chief General Manager / Managing Director of DCI will try to resolve the dispute in an amicable way with the consent of DCI Management.
- 22.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Contractor or Employer 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 and the disputes herein shall be settled by arbitration under the provisions of Indian
- 22.3. Arbitration and Conciliation Act-1996: Each party shall appoint an arbitrator and Arbitrators so appointed shall appoint a third Arbitrator who shall be the Presiding Arbitrator and the award of Arbitrators shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996). The Arbitrators shall give a reasoned award within six months from the date of the appointment of the 3rd Arbitrator. The contract shall be governed by Indian Laws. The dispute arising out or under the contract will be subject to the exclusive jurisdiction of the Courts at Visakhapatnam only.

- 22.4. 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 re-enactment thereof. 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.
- 22.5. Further, the Arbitrator/ Arbitral Tribunal is precluded from awarding any interest for the pre-reference period and pendente-lite period. The cost of Arbitral Tribunal will be borne equally by both parties. The Legal expenses including, but not limited to Advocate's professional fees, will be borne by the respective parties only.
23. **Limitation of Liability**
Except in cases of negligence or willful misconduct, the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer.
24. **Governing Language**
The contract shall be written in English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English only.
25. **Applicable Law**
The Contract shall be interpreted in accordance with the laws of India.
26. **Compliance with Statutory Requirements:**
The contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Indian Employees Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations / Rules / Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the Employer indemnified in case any proceedings are taken or commenced by any authority against Employer for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Employer is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the Employer is required or called upon to pay or reimburse on behalf of the contractor.
27. **Taxes and Duties**
- 27.1. The contractor shall pay all taxes, levies, duties, etc. excluding GST which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract.
- 27.2. If any new taxes and/or increase/ decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract. Any change in legislation during the contract period with regard to taxes, same will be applicable to this contract.
- 27.3. Bills/Invoices will be settled including GST and paid upon submission of proof of payment of GST for the previous bill and filling of returns.
- 27.4. Any change in legislation during the contract period with regard to taxes, same will be applicable to this contract.

- 27.5. GST registration number of the contractor & DCIL shall be printed on the bill voucher. GST component should be shown separately on the bill which is only payable by DCIL.
28. **Income Tax Deduction/Tax deducted at source:**
Deduction of Income Tax shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax Act.
29. **Employment of Relatives:**
The bidder shall enclose a certificate that “he/she is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Shipping, Government of India”. The bidder shall also furnish a declaration along with his tender enclosing the names of the relatives who are employed in DCI.
30. **Notice to Contractor**
Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor’s Site Office or in case of EMPLOYER’s enlisted Contractor to the address as appearing in the EMPLOYER’s Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor if it is sent through email. Contractor shall not change his email id from what he has notified in the Vendor Code Creation Form and EMPLOYER shall not be responsible for any consequences for any change of email id by the Contractor.
31. **Notices**
- 31.1. Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by e-mail or Fax and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 31.2. A notice shall be effective when delivered (email) or on the notice’s effective date, whichever is later.
32. The tenderer shall have to give a Certificate that the tenderer had not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid.
33. The tenderer shall have to give a Certificate that the Contractor shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.
34. As Employer is an ISO 14001:2015, (Environmental Management System) certified company, DCI committed for prevention of pollution by implementing Environmental friendly operational procedures. Hence, the contractor shall comply with all statutory and regulatory requirements pertaining to Environmental protection. Also, the contractor shall adopt the Environmental friendly procedures for execution of the work to the maximum possible extent.
35. If the contractor abandons the contract or fails to commence the work without valid reasons or unable to maintain sufficient progress as per the agreed program, Employer may after giving 07 day’s notice in writing to the contractor, carry out the remaining work in full or part as deemed necessary at the cost and risk of the contractor. The cost incurred due to the contractors default as above or any other sum pending/ to be recovered, will be deducted/ recovered from any

payment/sum due or becomes due to the contractor from this contract or from any other contract without prejudice to any other method of recovery.

36. All statutory clearances to be obtained by contractor at his own cost.

37. Contractor will be allowed to work 24 x 7 on all days.

SECTION – IV – SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1. SCOPE OF WORK:

- 1.1. Potable fresh water is to be supplied to DCI Dredgers working in Deendayal Port through tankers or barges on as and when required basis for a initial period of 3 years and extendable for another year at the same rates, terms & conditions at discretion of DCI. Fresh water to be supplied shall comply to following specification:
 - 1.1.1. pH Value - 6.5 to 8.5
 - 1.1.2. Colour – 5 to 25 Hazen
 - 1.1.3. Taste – Agreeable
 - 1.1.4. Odour – Odourless / Unobjectionable
 - 1.1.5. Turbidity – 5 to 10 NTV
 - 1.1.6. Total Hardness (as Caco3) – 300 – 600 mg/l
- 1.2. Interested & eligible bidders are therefore, advised to acquaint themselves, before quoting their rates, with the working conditions at site for proper manoeuvring of the barges/water tankers, site location etc, having bearing on supply of water through barges/water tankers. The bidder shall be deemed to have inspected the site and acquainted himself with the scope of work and other conditions effecting the supplying of water before submission of budgetary quote. Claim made on account of any variation in conditions and insufficiency of the above data, will not be entertained.
- 1.3. The Contractor shall notify the sources from where fresh water would be collected for supply of the fresh water. Test certificate, issued by National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited lab/agency, regarding the potability of “to be supplied” water, per each call of supply, shall be provided by the contractor to the Master of the vessel during supply of fresh water in Original, without which, delivery challan shall not be acknowledged/received by the Master. Said test certificate shall form part of the supporting document during settlement of invoice/bill of the contractor. Further, if required, the quality of the water supplied shall be tested onboard our dredger by collecting a sample at the time supply/ after the supply. If the quality of the water is found unacceptable, such water supply will not be received by the dredger, for which contractor will not be compensated. Contractor shall ensure that the water to be supplied is potable.
- 1.4. Contractor shall ensure that the inner compartments where the fresh water to be supplied will be stored for transportation through tanker/barge are clean, non-polluted, rust-free and well maintained.
- 1.5. Fresh water to DCI dredgers may require to be supplied at Bunder Basin, South of 15 no buoy, inner anchorage, alongside berths/ jetty/ mooring buoy, outer anchorage and other premises of Deendayal Port Authority (within port limits), as per the availability and requirement.
- 1.6. As the dredging operations are to be carried out by DCI dredgers round the clock on all days including Sundays and holidays, Contractor will have to supply water to the dredger(s) basing on DCI’s requisition, irrespective of Sundays and holidays at the rates quoted by the Contractor and accepted by the Corporation. Contractor has to supply fresh water by Barge/Tanker also during the period when the dredger is under maintenance alongside Berth/Wharf/anchorage (inner/outer) within Port premises.
- 1.7. Contractor shall ensure that there is no interruption in supply of fresh water to the dredger. If the Contractor fails to supply fresh water to the dredger as per DCI requirement/instruction, the Corporation without prejudice to other remedies, reserves the right to get the water supplied

through other Agencies at the risk and cost of the Contractor and to deduct the sum(s) from the contractor's bills or from any amounts/sum due to the Contractor. In the event of any dispute arising under this condition between the parties, the decision of the Regional General Manager (RGM), Western Regional Office (WRO), Mumbai shall be final and binding on both the parties.

- 1.8. The contractor shall ensure to arrange sufficient number of tankers and suitable pumping capacity of motor such that the minimum rate of supply shall be 50 MT/Hr and there should not be stoppage of supply at any point of time during supply of fresh water to DCI Dredgers.
- 1.9. In case of barge supply, the contractor shall ensure the required capacity of barge with suitable pumping capacity such that the minimum rate of supply shall be 50 MT/Hr and there should not stoppage of supply at any point time during supply of fresh water to DCI Dredgers.
- 1.10. The Contractor will be informed about the time of supply of fresh water and mode of supply either through barge or tanker, one day in advance, and the Contractor is required to keep ready the barge or tanker, necessary entry passes/permissions for men, material and equipment, assisting accessories, pump operators, etc., to commence the supply of water accordingly without any delay.
- 1.11. The Contractor is solely responsible for ensuring and accounting for the quantity as supplied on board the dredger. The quantity as supplied to dredger shall only be certified by the Master of the Dredger.
- 1.12. The quantity of fresh water projected in bill of quantities (BOQ) is indicative only and mode of supply either through barge or tanker and subject to vary as per vessel's requirement and availability of the berth. The Contractor can claim actual if the quantities are altered to suit the vessel's demand under intimation to Project Manager/his representative of DCI Project Office Kandla.
- 1.13. Supply order shall be placed by DCI by email to the contractor for supply indicating the quantity of Fresh Water to be supplied to DCI dredger(s)/ craft(s), one day in advance, so as to enable the contractor for arranging necessary permissions for timely supply of the fresh water without any loss of time. The contractor has to supply fresh water within one day from date of receipt of the supply order from DCI. In case of any change in order, same will be intimated to the contractor over phone/ email by DCI and the contractor has to arrange to supply per requirement without any delay, as DCI will incur revenue loss, due to the extended berthing or anchorage period/idleness of dredger, as a result of the delay in water supply.
- 1.14. Contract will be terminated within 7 (seven) days notice if the services of the Contractor are found to be inadequate or unsatisfactory. For Administrative reasons DCI reserves the right to foreclose the Contract by giving one week notice.
- 1.15. All the running expenses of contractor's tankers/barges and assisting accessories, crew wages, Oil and lubricants, repairs, servicing, maintenance, port dues, entry/exit permissions etc. shall be entirely to the Contractor's account.
- 1.16. The Contractor should obtain necessary permission from Deendayal Port Authority (DPA) and other concerned agencies for water supply, Port entry of the Barges/Tankers in Port area and for men and materials at his cost. The barges/tankers deployed and crew members employed by the contractor should also have valid documents viz., registration certificate, pollution certificates, licenses, insurance, etc as required by DPA or other concerned agencies/ statutory authorities.

- 1.17. No idle time/waiting charges will be paid to any barges/tankers or any other equipment etc.
- 1.18. If any sum be recoverable from the contractor, the same shall be recovered first from any sum due to the contractor against any current bill of the contractor and/or from his Security Deposit/ Performance Security or from any sums payable from other contracts with Corporation and shall be paid by the Contractor on demand by the Corporation as debt due to the Corporation.
- 1.19. The contractor shall indemnify and hold harmless the Corporation against all claims and damages that may accrue to any authority or third party tanker and assisting accessories should be covered under third party insurance as required.
- 1.20. In case of any eventuality occurred to the deployed crafts/vehicles/accessories of contractor, like accident, grounding, sinking etc, the sole responsibility of salvaging or removal or repair and incidentals of any such kind lies with the Contractor only and shall be borne at their own cost. All such safety measures for ensuring traffic with due diligence to Port regulations shall be contractor's responsibility.
- 1.21. In case where Contractor fails to adhere the obligations imposed as stated in above clause, and Port Authorities/concerned authorities/DCI had carried out the wreckage salvation, zone marking & all requisite measures, the contractor shall reimburse all such charges incurred/billed preferred by the Port authorities OR DCI in connection therewith, and shall be liable to recovery by Port / DCI of such expenses as a debt due.
- 1.22. The Barges/Tankers and assisting accessories which will be used by the contractor for supply of fresh water to dredger(s) should be in a position to reach areas for work in time. The decision of the Project Manager, Project Office Kandla regarding the suitability of the Barges/Tankers will be final.
- 1.23. In the matter of interpretation of various rules, clauses, specifications, general conditions, the decision of the Project Manager, Project Office Kandla shall be final and binding on the contractor.
- 1.24. The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the DCI against claim for injury, loss or damage caused by the Contractor in connection with the execution of the work to the aforesaid properties, structures and services and / or to any person including the contractor's workmen. Cost of insurance Cover, if any, taken by the Contractor shall not be reimbursed by the DCI.
- 1.25. For the purpose of certification of quantity of Fresh water supplied to our vessel, vessel's fresh water tanks soundings will be the basis. The initial sounding (prior to each supply) & final (after supply) soundings of the tanks will be taken by the ship staff in the presence of the contractor's representative and arrive at the final quantity as per the ship's ullage tables (specific to each ship) the decision of the Master/ship staff in this regard shall be final. Dispute, if any regarding FW certification shall be sorted by the contractor with the ship staff prior leaving the ship. However, contractor shall not hamper the trade operations of the ship and shall not create any trouble for this purpose. Contractor will be responsible for obtaining all certifications and DCI/vessel will not be liable for any issues.
- 1.26. The Contractor should make his own arrangements at his cost for alongside dredger during supply of fresh water. The Barges/Tankers should be appropriately illuminated according to Port rules/

Maritime Authority norms & regulations and should have adequate lighting during delivery operation.

- 1.27. In the event of the breakdown/deficiency in Barges/Tankers deployed, the Contractor has to replace the same within the same day in case of major breakdown with the same completion schedule. No mobilization or de-mobilization will be paid for the substitute Barges/Tankers
2. **Commencement of Work:** The date of issue of work order shall be considered as the date of commencement of work and shall form the basis for the contract period.
3. **Contract Period:** The contract is for 3 years from the date of commencement of work which may be extendable for a further period of one year at sole discretion of DCI, as per same rates, terms and conditions of the contract.
4. The rates quoted should be inclusive of cost of potable water, hire of barges/tankers, fuel and lubricants, assisting accessories, wages, repairs, servicing, labour, maintenance, port passes, port entry/exit permissions, helmsman/drivers, pump operators, crew, port dues, lab reports/certification, all taxes & levies, etc., except GST. No escalation shall be payable due to hike in cost of water, fuel, engine oil, labour, material or for any reason whatsoever. The rates quoted/agreed shall be firm throughout the contract period including extension period if any and no enhancement on agreed rates shall be entertained due to any reason.
5. The contractor should pay the minimum wages, bonus, medical expenses, over time, holiday wages, if any, to the labourers engaged for this work and comply with all the applicable & necessary provisions of Minimum Wages Act. The rates quoted are deemed to have included all the above provisions and no extra claim or whatsoever will be admitted. The contractor shall ensure that regular and timely remittances are made by them during the contract period towards Provident Fund (PF) contribution to the appropriate authorities pertaining to all his workmen.
6. All statutory Taxes, duties (Central/State) except GST in respect of this contract will be deemed to be inclusive in the quoted rate and the same will be payable by the contractor and DCI will not entertain any claim whatsoever in this respect. If any new taxes and/or increase in existing taxes and duties are imposed subsequently by central/state Government which will be applicable to this contract, the same shall be payable by DCI to the contractor.
7. The contractor and his employees should strictly follow precautionary measures for any epidemic/pandemic and shall comply central/state rules & regulations pertaining to any other epidemic/pandemic.
8. In the event of early completion, temporary suspension of dredging/project works/or closure of Project Office, Kandla, the services shall be suspended/re-commenced by giving 3 (three) days notice to the contractor.
9. Prior to commencement of work, contractor has to submit authorization for his persons for signing of bills/invoices, correspondences, letters, etc.
10. DCI reserves the right to operate all or any of the below BOQ items, as per DCI requirement.
11. **Failure of the Contractor (Risk & Cost):**
If the contractor abandons the contract or fails to commence/ carry out the work/ supply without valid reasons or is unable to maintain sufficient progress as per the agreed programme, or no replacement is made by the contractor for barge/tanker under break down within reasonable time

and work completion gets delayed or there is failure of the contractor to supply water within stipulated time as per DCI supply order, or loss or damage is suffered by DCI or its Clients, DCI may give 5 day notice to rectify the works. If the rectification of said work is not taken care of as per terms and conditions of contract to the satisfaction of DCI, apart from forfeiture of deposits, the balance work in full or part as deemed necessary, shall be carried out at the risk and cost of the contractor. In this regard the total expenditure incurred in excess will be deducted from the bills/balance amounts due to the contractor. If the total expenditure is more than the bills/balance amounts due to the contractor, then after adjustment from the bills/balance amounts due, the remaining is to be borne by the contractor and will be recovered from the contractor any amounts payable to the contractor from DCI and/or as debt due.

12. Port passes/permissions, port dues, etc:

The contractor shall obtain all gate passes/permissions for their barges/tankers, personnel, equipment, tools & tackles, etc. directly from the concerned authorities. All Port dues, water, fuel & other consumables, etc., shall be on the account of the contractor. DCI will only extend documentary support/ assistance for obtaining such permissions/ passes.

13. Safety:

The contractor is responsible for taking precautionary measures and safety for all the men working under/ with/ through him throughout the contract period including extension(s) if any. DCI shall not be liable for any damage or compensation or what so ever payable by law consequent to any accident or injury to any workman or other persons employed by the contractor or any damage to property of DCI/Employer/ any Third party and the contractor shall indemnify and keep DPA/DCI indemnifying against all such damages or compensation and against all claims, damages, proceedings, cost, charges and expenses or whatsoever in respect thereof or relating thereto. Responsibility arising due to any compensation etc., lies entirely on the part of the Contractor.

SECTION V – TECHNICAL SPECIFICATION

As specified in scope of work under Special Conditions of Contract (SCC)

SECTION VI – SAMPLE FORMS

Notes on Sample Forms

1. The bidder shall complete and submit with its Techno-Commercial bid the Bid Form.
2. The price schedule shall be submitted only along with the Financial/Price Bid (BOQ) (*Cover B*).
3. The Proforma for Bank Guarantee for Earnest Money Deposit duly filled in should be submitted along with the Techno-Commercial Bid.
4. The Contract Form, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections, acceptable deviations etc.
5. The Performance Security form should not be completed by the bidders at the time of their bid preparation. Only the successful bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the DCI.
6. The Qualification Requirements form should specify, for example, requirement for a minimum level of experience in providing services in a similar type of activity for which the invitation for bids is issued.

Form No.1 – Bid Form

Date: _____

To,
The Project Manager,
Dredging Corporation of India Limited,
Project Office, Kandla

Gentlemen:

Having examined the bidding documents including Addenda Nos.[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of services] in conformity with the said bidding documents for the sum or such other sums as may be ascertained in accordance with the Schedule of Prices submitted separately as a Price Bid and made part of this Bid.

We undertake, if our Bid is accepted, to provide the services in accordance with the schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as specified in the bidding documents.

Dated this _____ day of _____ 2024.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form No. 2 – Price Schedule

PREAMBLE TO PRICE BID

1. The items given in the Bill of Quantities are for Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis, payable on the basis of certification by Master, Dredger for the supply of the fresh water.
2. The mentioned quantities in BOQ are indicative only. Payment will be made at actuals of the BOQ items only and for relevant items of Bill of Quantities as detailed in Payment Clause.
3. No other charges, other than those specified in the tender conditions shall be payable.
4. The rates to be quoted should be inclusive of cost of potable water, hire of barges/tankers, fuel and lubricants, assisting accessories, wages, repairs, servicing, labour, maintenance, port passes, port entry/exit permissions, helmsman/drivers, pump operators, crew, port dues, lab reports/certification, all taxes & levies, etc., except GST.
5. No escalation shall be payable due to hike in cost of water, fuel, engine oil, labour, material or for any reason whatsoever. The rates quoted/agreed shall be firm throughout the contract period including extension period if any and no enhancement on agreed rates shall be entertained due to any reason.
6. Bidders to note that, all the item(s) in the BOQ must be filled. In case if any BOQ item is not quoted by bidder, then the bid will be considered as invalid and shall be rejected.

BILL OF QUANTITIES

Name of the work: Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis

Sl.No.	Description	Unit	Quantity	Rate in Rs.	Amount in Rs.
1.	Charges for supply of potable fresh water to DCI Dredgers working in Deendayal Port through <u>barges in inner anchorage/alongside berths</u> on as and when required basis, with a minimum pumping capacity of 50 MT/Hr as per the requirement and direction of Project Manager, Project Office Kandla.	MT	10,800 for 3 years		
2.	Charges for supply of potable fresh water to DCI Dredgers working in Deendayal Port through <u>barges in outer anchorage</u> on as and when required basis, with a minimum pumping capacity of 50 MT/Hr as per the requirement and direction of Project Manager, Project Office Kandla.		3,600 for 3 years		
3.	Charges for supply of potable fresh water to DCI Dredgers working in Deendayal Port through <u>tankers at alongside any berth/wharf</u> on as and when required basis, with a minimum pumping capacity of 50 MT/Hr as per the requirement and direction of Project Manager, Project Office Kandla.		3,600 for 3 years		
			Total Excluding GST		
			GST @ _____ %		
			Total including GST		

Note:

1. The quantity of fresh water projected in bill of quantities (BOQ) is indicative only and mode of supply either through barge or tanker and subject to vary as per vessel's requirement and availability of the berth. Payment will be made at actual of the BOQ items only, as per the usage.
2. The bidders must quote their rate for all the BOQ items.
3. The Employer can avail the option of supply of fresh water either through barge or tanker, subject to the availability of the dredger at anchor or alongside berth.

FORM NO.3 – BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No:

Date:

To
The Dredging Corporation of India,
Corporate office, HB Colony Main Road,
Seethammadhara,
Visakhapatnam – 530 022.

WHERE AS _____ (hereinafter) called “the Tenderer” has submitted its tender dated _____ for the execution of (name of work) _____ (hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Corporate office, H.B. Colony Main Road, Seethammadhara, Visakhapatnam – 530 022 hereinafter called the “CORPORATION”.

KNOW ALL MEN by these presents that we, _____ (Bankers full address) (Hereinafter called “the Bank” is bound unto the Corporation for the sum of Rs _____/- (Rupees _____ only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
 1. during the period of Tender validity specified in the Tender,
 - (or)
 2. having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity,
2. fails or refuses to submit the Performance Security /execute the Agreement.

We undertake to pay to the Corporation up-to the above amount upon receipt of its first written demand, without the Corporation having to substantiate its demand, provided that in its demand the Corporation will note that the amount claimed by it is due to it owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. ____/- (Rupees _____ only) and will remain in force upto 90 days from the date of opening of tender, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated _____ day of _____ 2024

For

(Indicate Name of the Bank)

Form No.4 – CONTRACT AGREEMENT

This agreement made this _____ day of _____

BETWEEN

DREDGING CORPORATION OF INDIA LIMITED (DCI), a body corporate under consortium of four major Ports viz., Visakhapatnam Port Authority, Paradip Port Authority, Jawaharlal Nehru Port Authority and Deendayal Port Authority and having its registered office at **Core – 2, First Floor, Scope Minar, Laxminagar District Centre, Delhi – 110092** (Hereinafter called “the Employer”, “which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the One Part

AND

_____(Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (Hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part.

WHEREAS the “Employer” is desirous of the works of “Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis” and the Contractor has offered to execute the works of “Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis”

AND WHEREAS the CONTRACTOR has deposited a sum of Rs. _____/- as Performance Security in the form of _____ for the due fulfillment of all the Conditions of the Contract:

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - The Work Order No.
 - The Contract Agreement
 - The Letter of Acceptance
 - The Tender submitted by the Contractor
 - Instructions to Tenderer
 - Conditions of Contract
 - Specification for the Works
 - Price Bid
 - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (*to be enumerated*).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.

4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs. _____/- (Rupees _____) at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereunto have set their hands and seals the day and year first above written.

Signed and sealed by:

CONTRACTOR

EMPLOYER

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Seal:

Seal:

In presence of the Witness

Signature:

Signature:

Name:

Name:

—

Form No. 5 – BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

Bank Guarantee No.

Date:

To
Dredging Corporation of India Limited
The Dredging Corporation of India,
Corporate office, HB Colony Main Road,
Seethammadhara,
Visakhapatnam – 530022.

1. In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Corporate office, H.B. Colony Main Road, Seethammadhara, Visakhapatnam – 530022 India (herein after called the “DCI”) having agreed to exempt M/s. _____ having its Registered Office at _____ (herein after called the said “Contractor” from the demand under the terms and conditions of an Agreement/ Contract/Work Order dated _____ made between DCI and Contractor for _____ (herein after called the said “Agreement”), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____/- (Rupees _____ Only), we _____ (Hereinafter referred to as “the Bank” (indicate the name of the Bank) at the request of M/s. _____ (Contractor) do hereby undertake to pay to the DCI an amount not exceeding Rs. _____/- against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We, _____ (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the DCI without reference to the Contractor and the demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement 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).
3. We undertake to pay to the DCI 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 our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We _____ further (Indicate name of the Bank) agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies 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. Unless a demand or claim in writing under this guarantee has been received by us on _____, we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ further agree (Indicate name of the Bank) that the DCI shall have the 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 of 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 DCI 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 DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. The performance security will be discharged by the DCI and returned to the Contractor not later than 60 (Sixty) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the contract.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We, _____ lastly (Indicate name of the Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.
8. This guarantee will remain in force until _____. All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to Rs. _____/- (Rupees _____ Only).

Dated _____ day of _____ 2024

For

(Indicate Name of the Bank)

Form No. 6 – QUALIFICATION REQUIREMENTS

1. Technical Qualification

The documentary evidence of bidder's technical competence should include a Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:

- Brief description of the work
- List of equipment deployed
- Contract amount
- Time limit for completion
- Whether the work has been completed within the time
- Whether any liquidated damages have been levied.

2. Financial Qualification

The bidder should furnish Audited balance sheet for the last three years as required under Clause 7.2.4 of ITB.

SECTION – VII – CHECK LIST FOR TECHNO-COMMERCIAL BID

1. A Bid Form except the Price Schedule
2. A list of works tendered for and in hand/being executed as on the date of submission of tender.
3. A detailed list of barges/tankers available with the tenderer and which are proposed for deployment for the work.
4. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of:
 - a) Audited balance sheet for the last three years;
 - b) Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:
 - Brief description of the work.
 - List of equipment deployed.
 - Contract amount.
 - Time limit for completion.
 - Whether the work has been completed within the stipulated time.
 - Whether any liquidated damages have been levied.
5. Cost of tender deposit in form of e-challan
6. Earnest money deposit in the form of e- chalan or Bank Guarantee.
7. PAN Number, GST registration certificate, Cancelled Cheque, Registration with Provident Fund Authorities and Vendor Registration Form
8. Integrity Pact: The Integrity Pact has been included to the subject Tender and is to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 2 (Two) as per the Form 10. This Integrity Pact will form part of the Tender Document
9. Power of Attorney on non-judicial stamp paper, in favour of the person authorized to sign the tender document.
10. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
11. Information regarding (i) any relation to an officer of Employer or in Ministry of Shipping, (ii) any current litigation in which the tenderer is involved and (iii) any payment to any person connected with the bid process.
12. Copies of original certificates of registration etc. of the tanker(s)/ barge(s) proposed to be offered to DCI including copy of the existing insurance policy covering the Hull, crew and third party.
13. Copy of clear title of the ownership of the tanker(s)/ barge(s). If the tenderer is not the owner of the tanker(s)/ barge(s), necessary documents in support of the authorization granted by the owner of the tanker(s)/ barge(s) to the tenderer to offer and operate the tanker(s)/ barge(s) by the tenderer. (This authorization shall be executed on a stamp paper duly notarized).
14. Downloaded/ Purchased Tender Document duly signed with office seal on all the pages by tenderer.

**ON COMPANY LETTER HEAD
PROFORMA**

Annexure – I

To
The Project Manager,
Dredging Corporation of India Limited
Project Office, Kandla

Sir,

Sub: Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis – Reg.

A. With reference to your Tender No. DCI/PO Kandla/OPS/Fresh Water/2024, dated 29-08-2024 and as per Clause No.7.2.16 of ITB of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Ports, Shipping and Waterways, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Limited.

‘or’

B. We hereby certified that my relative(s) working as Officer in Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Ports, Shipping and Waterways, Government of India are given below:

1. _____
2. _____
3. _____
4. _____

Thanking you,

Yours faithfully,

*Strike out ‘A’ or ‘B’, whichever is not applicable.

**ON COMPANY LETTER HEAD
PROFORMA**

Annexure – II

To
The Project Manager,
Dredging Corporation of India Limited
Project Office, Kandla

Sir,

Sub: Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis – Reg.

A. With reference to your Tender No. DCI/PO Kandla/OPS/Fresh Water/2024, dated 29-08-2024 and as per Clause No.7.2.17 of ITB of Contract, we hereby undertake that, we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and we have not committed any offence under the Prevention of Corruption Act in connection with the bid.

and,

B. As per Clause No.7.2.18 of ITB of Contract, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

**ON COMPANY LETTER HEAD
PROFORMA**

Annexure – III

To
The Project Manager,
Dredging Corporation of India Limited
Project Office, Kandla

Sir,

Sub: Supply of potable fresh water to DCI Dredgers working in Deendayal Port through barges or tankers on as and when required basis – Reg.

A. With reference to your Tender No. DCI/PO Kandla/OPS/Fresh Water/2024, dated 29-08-2024 and as per Clause No.7.2.19 of ITB of Contract, we hereby certify that, we do not have any current litigation with any party/firms.

‘or’

B. We hereby certified that presently we are having litigation with the following party/firms:

1. _____
2. _____
3. _____
4. _____

Thanking you,

Yours faithfully,

*Strike out ‘A’ or ‘B’, whichever is not applicable.

FORM FOR VENDOR CODE CREATION			
<u>1.0 VENDOR DETAILS:</u>			
Name of the Vendor		* Vendor Code	
Address (including PIN code)			
Mobile Number		Email ID	-
<u>2.0 Taxation and Other Registration Details : (Supporting copies needs to be attached)</u>			
PAN No.		GSTIN	
Type of Vendor	Registered / Unregistered / Composite Dealer (Tick whichever is applicable)		
Note: In case vendor does not provide PAN, TDS @ 20% will be deducted			
<u>3.0 Bank Details : (Copy of cancelled cheque needs to be attached)</u>			
Bank Name, Branch & City			
Bank Account Number		IFSC Code	

Integrity Pact Form
Instructions for Execution of this Integrity Pact

1. As per ITB, GCC and SCC Clauses of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
2. Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
3. The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchases should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:

"This stamp paper is an integral part of the Integrity Pact executed by us for [Insert the name of the package] Package and Specification Number [Insert Specification Number: package]"
[Sample is given overleaf]

In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:

"The Integrity Pact executed by us for [Insert the name of the package] Package and Specification Number [Insert Specification Number of the package] is enclosed herewith"
"[Sample is given overleaf]"

4. Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
5. All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
6. Bidders are required to clearly indicate the name and designation of the signatory(ies) as well as the name and address of the witnesses.
7. The Bidder shall not change the contents of the Integrity Pact.
8. Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

Note: The word EMPLOYER has been used in place of PIA short name. The same may be changed accordingly.

(These are instructions for execution and does not form part of the Integrity Pact)

Rs.100/- Non-judicial Stamp Paper
INTEGRITY PACT
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. DCI/PO Kandla/OPS/Fresh Water/2024, dated 29-08-2024. 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 1 – 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 or to 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.
 - 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 process or take action as per the procedure.

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 in conformity 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 Chairman, 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 Chairman, DCIL within 8 to 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 Chairman, DCIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman, 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 :

Place :

Date :

Date :

Witness 1 :
Name & Address

Witness 1 :
Name & Address

Witness 2 :
Name & Address

Witness 2 :
Name & Address