

**DREDGING CORPORATION OF INDIA LIMITED**

**PROJECT OFFICE: KANDLA**

**Address : 1ST FLOOR, PLOT C -46, NU-10/B,  
GAYATRI MANDIR ROAD,  
SHAKTINAGAR, LANDMARK: OSLO CIRCLE,  
GANDHIDHAM-370201.**

**E – MAIL ID : pokandla@dcil.co.in**

**Contact No. : 9949825222, 9128757137**



**OPEN TENDER THROUGH DCI WEBSITE**

**TENDER REF. NO. DCIL/KAN/MAT/DR-XVII/Bottom Door-Removal/2025**

**Date: 21/05/2025**

**Search, Locate and Removal / Salvage of Bottom Door along with stem pipe belonging of DCI Dredge XVII from underwater sea bed, lost at Dumping ground (E6 box) Lat: 22° 51'02"N Long: 070° 10'04"E of Deendayal Port Authority and lifting and handing over the same to DCIL PO Kandla at Kandla Port on "No Cure No Pay" basis- Reg.**



**DREDGING CORPORATION OF INDIA LIMITED**  
**PROJECT OFFICE KANDLA**

TENDER REF. NO. DCIL/KAN/MAT/DR-XVII/Bottom Door-Removal/2025

DT 21-05-2025

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TENDER REF. NO. DCIL/KAN/MAT/DR-XVII/Bottom Door-Removal/2025 DT 21-05-2025

## NOTICE INVITING TENDERS

1. Dredging Corporation of India Limited invites open tender on corporation own website- <https://dredge-india.com> from competent and experienced firms for the below mentioned work:-

i.	Name of the work	<b>Search, Locate and Removal / Salvage of Bottom Door along with stem pipe belonging of DCI Dredge XVII from underwater sea bed, lost at Dumping ground ( E6 box) Lat: 22° 51'02"N Long: 070° 10'04"E of Deendayal Port Authority and lifting and handing over the same to DCIL PO Kandla at Kandla Port on "No Cure No Pay" basis.</b>
ii.	Mode of Tender	<b>Single stage two cover bidding procedure Techno Commercial Bid and Financial Bid.</b>
iii.	Bid Validity	90 days from the date of opening of Price bid
iv.	Period of completion	Thirty (30) Days. Exclusive of mobilization period from the date of issue of work order
v.	Mobilization period	Fifteen (15) days from date of issue of work order.
vi.	Estimated cost	<u>LUM SUM</u>
vii.	Cost of Tender Document	<p>Rs. 1,800/- Inclusive of GST (Rupees One Thousand Eight Hundred Only)</p> <p>To be remitted through NEFT/RTGS to the bank account mentioned herein below and copy of payment document electronic receipt/UTR must be attached in Technical Bid.</p> <p>Remittance of the above amount to DCI account shall be confirmed with <a href="mailto:treasury@dcil.co.in">treasury@dcil.co.in</a> and <a href="mailto:pokandla@dcil.co.in">pokandla@dcil.co.in</a> clearly indicating the tender reference and date along with the UTR Number etc.</p> <p>If the net payment credited to DCI bank account, is found to be less than the stipulated Cost of Tender Document and/or EMD as may be applicable and required amount of the NIT, the Bid will not be accepted.</p> <p>The Cost of Tender Document is non-refundable. Tenders submitted without the cost of tender documents shall be summarily rejected.</p>
viii.	Earnest money deposit (EMD)	<p>Rs. 3,46,500/- (Rupees Three Lakh Forty Six Thousand Five Hundred Only)</p> <p>To be remitted through NEFT/RTGS to the bank</p>



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		<p>account mentioned herein below and copy of payment document electronic receipt/UTR must be attached in Technical Bid.</p> <p>Remittance of the above amount to DCI account shall be confirmed with <a href="mailto:treasury@dcil.co.in">treasury@dcil.co.in</a> and <a href="mailto:pokandla@dcil.co.in">pokandla@dcil.co.in</a> clearly indicating the tender reference and date along with the UTR Number etc.</p> <p>If the net payment credited to DCI bank account, is found to be less than the stipulated Tender Documents Cost and/or EMD as may be applicable and required amount of the NIT, the Bid will not be accepted.</p> <p>The EMD can also be submitted in the form of a BG in the prescribed format from a Scheduled Bank encashable at Visakhapatnam.</p> <p>The Tenders submitted without the EMD unless exempt (and complete documentary proof in support of the same) shall be summarily rejected.</p> <p>For further details please see General Conditions of the Tender Document.</p>
ix.	Performance Security	<p>5% of the contract value to be submitted by the successful bidder after issue of Letter of Intent to him.</p> <p>To be remitted through NEFT/RTGS to the bank account mentioned herein below and scanned copy of payment document electronic receipt/UTR within Seven (07) days of issue of Letter of Intent.</p> <p>Remittance of the above amount to DCI account shall be confirmed with <a href="mailto:treasury@dcil.co.in">treasury@dcil.co.in</a> and <a href="mailto:pokandla@dcil.co.in">pokandla@dcil.co.in</a> clearly indicating the tender reference and date along with the UTR Number etc.</p> <p>The Performance Security can also be submitted in the form of a BG in the prescribed format from a Scheduled Bank encashable at Visakhapatnam as per the format prescribed in the tender document.</p> <p>For further details please see General Conditions of the Tender Document.</p>
x.	Availability of bids in Employer's websites for downloading	21-05-2025 to 11-06-2025





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xi.	Last date for receipt of pre-bid queries from bidders	28-05-2025 upto 1500 Hrs.
xii.	Online pre bid meeting	29-05-2025 at 1230 Hrs. Link: <a href="https://calendar.app.google/QV2LTB2PWYx9W2Ap9">https://calendar.app.google/QV2LTB2PWYx9W2Ap9</a>
xiii.	Date of uploading clarifications, if any, for pre-bid queries by DCI on Employer's websites	On or before 02-06-2025 upto 1500 hrs.
xiv.	Due date for submission of bids at DCIL Project Office, Kandla.	On or before 12-06-2025 up to 1500 Hrs.
xv.	Opening of Technical bids at DCIL Project Office, Kandla	at 1530 Hrs on 12-06-2025.
xvi.	DCI Bank account	<b>Details of Bank Account for submission of tender fee, EMD/ Performance Security,</b>  a) Name of the Bank : Canara Bank b) Branch Name : DCI Branch, Visakhapatnam c) IFS Code : CNRB0013583 d) Account type : Current account e) Account No. : 35833070000014
xvii.	Contact details	Contact address of DCI for communication, issue of Notices and sending of original documents wherever applicable.  The Project Manager, Dredging Corporation of India Ltd, Project Office Kandla 1st Floor, Plot C -46, NU-10/B, Gayatri Mandir Road, Shaktinagar, Landmark: Oslo Circle, Gandhidham-370201. Email ID: <a href="mailto:pokandla@dcil.co.in">pokandla@dcil.co.in</a> Mobile No.: +91 9949825222 / +91 9128757134 Any clarification should be sought by the bidders by email only.

2. Bidders to go through all the conditions mentioned in this tender document before submitting their Bids.

Yours faithfully,  
for Dredging Corporation of India Ltd.

Dy. General Manager / Project Manager  
DCIL PO Kandla



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### **SECTION I - INSTRUCTIONS TO BIDDERS (ITB)**

#### **1. Eligible Bidders**

- a. The invitation of Bids is open to the firms who satisfy the conditions stipulated in the pre-qualification criteria in the bid document.
- b. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI's Clients in accordance.

#### **2. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the DCI 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 document. The Tender Documents include:

NOTICE INVITING TENDERS

SECTION I - INSTRUCTIONS TO BIDDERS (ITB)

SECTION-II - PRE- QUALIFICATION CRITERIA

SECTION-III - SCOPE OF WORK

SECTION – IV : GENERAL CONDITIONS OF THE CONTRACT

SECTION – V : SPECIAL CONDITIONS OF THE CONTRACT

SECTION – VI -PRICE BID FORMAT (BOQ)

SECTION – VI - SAMPLE FORMS

1. All documents to be submitted / information to be attached along with technical bid.
2. Letter of Bid.
3. Power of Attorney authorizing the person who has signed the bid documents.
4. Bank guarantee for earnest money deposit.
5. Form of contract agreement.
6. Form of bank guarantee for security deposit.
7. Declarations by bidder.
8. Format of Delivery Protocol.
9. Integrity Pact Form.
10. Form for vendor code creation/changes in ERP

- 3.2 The Bidder should examine all instructions including GCC and SCC, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents 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. Documents Comprising the Bid**

The Tender is to be submitted in physical mode at DCIL PO Kandla tender box in two parts

- a) Techno commercial bid along with requisite documents stated in "Sample forms" above as applicable which constitute the Technical Bid.
- b) Price Bid which should be submitted in separate cover-B super scribed with word "Price Bid" for the said work.



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## SECTION-II - SCOPE OF WORK:

### 1) Scope:-

Search, Locate and Removal / Salvage of Bottom Door along with stem pipe belonging of DCI Dredge XVII from underwater sea bed, lost at Dumping ground (E6 box) Lat: 22° 51'02"N Long: 070° 10'04"E of Deendayal Port Authority and lifting and handing over the same to DCIL PO Kandla at Kandla Port- **"No Cure-No Pay basis"**.

(A) Contractor has to mobilize all required fleet for undertaking above work like:

- i. Skilled divers, underwater videography, etc
- ii. Sub bottom profile, Magnetometer, bathymetry survey, etc
- iii. Mechanism to remove overburden from bottom door
- iv. Suitable cranes to lift the bottom door,
- v. Suitable Pontoon barges, work boat/ tug, vehicle, etc
- vi. Adequate skilled manpower.

Above mentioned equipment are indicative equipment required for removal of bottom door. Contractor is free to deploy either of above equipment or any other equipment or additional equipment as per his requirement.

The work is on lump-sum basis on "No Cure No Pay" basis. Contractor has to give his detailed methodology of Searching, Locating and Removal / Salvage of Bottom Door along with stem pipe while submitting the tender.

(B) Coordinates of lost bottom door are indicative. Contractor has to make his own arrangement of searching the bottom door in entire dumping ground area as per his own assessment, area to be surveyed at the dumping ground and extent of the area to be surveyed to search the bottom door is purely responsibility of the contractor.

(C) Contractor after retrieval of bottom door, to make the arrangement of brining the same to jetty, offloading at the jetty, transportation of the same to designated place inside port premises, weighing the bottom door and handing over the same to DCIL/DPA.

(D) In case the retrieved bottom door along with stem is to be handed over to DCI dredger, same is to be done by the contractor at his cost under the direction of DCIL.

(E) Contractor has to get all permission passes from the Port at his cost to undertake above work. DCIL will facilitate the contractor to obtain the same.

(F) Contractor has to maintain and observe all safety norms while completing the work.

(G) Contractor has to submit specifications of the equipment likely to be deployed to DCIL along with insurance copies.

(H) As the work is to be undertaken on "No cure No pay" basis, contractor is requested to visit the site and be confirm of locating the bottom door with stem by diving the dumping ground area or by his own method at his own cost before bidding for the tender. DCIL will facilitate for giving necessary letters "to whom so ever concern" to obtain required permissions by the contractor to undertake visit and passes for the equipment for the visit proposed by contractor before bidding.



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(I) Contractor has to arrange his boat for undertaking above visit at his own cost.

### vii. Specifications:-

Specifications of the drag head to be recovered:-

Sl.No.	Particulars	
	Weight	Six (6 Tones) approximately.
	Present Location	The approximate location of the Bottom Door along with stem pipe is at Dumping E6 box) Lat: 22° 51'02"N Long: 070° 10'04"E of Deendayal Port Authority. Copy of Track line and latest survey chart is enclosed.
	Dimensions (approx.)	As specified in drawing. Diameter: 3150 mm, H: 3500 mm, approximately. Drawing of the bottom door along with stem pipe Enclosed.



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### SECTION-III - PRE- QUALIFICATION CRITERIA

The following are minimum pre-qualification criteria to be satisfied by the bidder

#### A. Experience Criteria

- a) Experience of having successfully completed / works on hand of similar works during last seven years ending last day of the month previous to the one in which tender is invited should be any one of the following.
- i) Three similar completed works each costing not less than Rs. 69,30,000/-.
- or
- ii) Two similar completed works each costing not less than Rs. 86,62,500/-.
- or
- iii) One similar completed work each costing not less than Rs. 1,38,60,000/-.
- b) Similar works means “Salvage / Recovery of sunken vessels / equipment from sea / river bed”.

#### B. Turnover Criteria

- a) The bidder should have a minimum Average Annual financial turnover during the last Three (3) consecutive financial years, which should be at least Rs. 51,97,500/-.

#### C. Documents to be submitted in support of Pre-qualification Criteria

Experience criteria	The documentary evidence of bidder having successfully completed works - 3/2/1 works of similar nature for the values stated above. The certificate should clearly indicate the following: a. Brief description of the work b. Value of work done. c. Period of work.
Turnover Criteria	Self-attested audited Profit & Loss statement & balance sheets for the last three consecutive financial years duly certified by Chartered accountant are to be submitted along with the technical bid.

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## **SECTION – IV: GENERAL TERMS AND CONDITIONS OF THE CONTRACT (GCC)**

The following are the General Terms and Conditions of the Contract (GCC). The provisions of the Special Conditions of the Contract (SCC) are given in the subsequent section shall supplement the GCC and notwithstanding anything contained in GCC, the provisions of the SCC shall prevail over those in the GCC.

### **1. Open Tender**

This is an Open Tender and interested eligible Tenderers to download the bid documents from the DCI own website- <https://dredge-india.com>.

Instructions / Guidelines for tenderers for physical submission of the open tender have been annexed for assigning the agencies to participate in Tendering:

- i) Aspiring Bidders are required to download the bid documents from the DCI website- <https://dredge-india.com>.
- ii) The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.
- iii) Manual bids shall be submitted offline only at DCIL Project Office Kandla in Tender Box. Electronic bids shall not be accepted. Tenderer / Contractors are advised to follow the instructions provided in the 'Instructions to Bidders' for the submission of the bids before proceeding with the tender.
- iv) If any of the intending bidders wishes to withdraw from participation in the bid, he / she can freely withdraw from the participation before scheduled date and time of closure of the bid submission.
- v) Bidders are suggested to check the clarity and legibility of the documents. The documents which are not legible are liable not to be considered and the bid may be rejected.

NOTE: All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in DCI own website- <https://dredge-india.com> only.

### **2. Preparation and submission of Technical Bid (Cover-I)**

The Technical Bid, contains the pre-qualification criteria and General terms & conditions and other supporting documents. The tender shall be filled in the prescribed format and submitted along with the desired documents/Annexures in the Technical Folder. The documents need to be provided on the letter head of the bidder wherever asked for and signed and stamped by the authorized person of the bidder. The bidder must submit all the documents required as per the terms of NIT. Any other document submitted, which is not required as per the terms of the NIT shall not be considered.

- i. The "Technical Bid" prepared by the Bidder shall comprise the following components along with Tender document signed by Bidder on all pages except Price Bid:
- ii. Documentary evidence (work done should be submitted from employer which comprise of description of work, contract amount, duration of work etc) should be submitted for Pre-Qualification criteria qualification.
- iii. Documentary evidence, 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.



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- iv. Details & proof of payment of EMD & Tender Document cost.
- v. Check list for Technical Bid.
- vi. Downloaded Tender Document, Annexure and amendment/corrigendum, if any, duly signed and stamped on all the pages by Bidder.

### 3. **Preparation and submission of Price Bid (Cover-II)**

The Price Bid, containing the Bill of Quantity (BOQ) in the given format will be available on the DCI website. This will be downloaded by the bidder and they shall quote the rates, taxes etc. for the offered item on the given BOQ. Thereafter, the bidder will submit the Price bid during bid submission in cover-II. The Price-bids of the bidder will have no condition and will consist of prices only. Cover –II (Price Bid) of only those Bidders, who are technically qualified, will be opened offline on a pre-announced date and time which will be intimated to eligible Bidders in advance. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

### 4. **No soft copies**

Tenderers shall submit his bid offline only at DCIL PO Kandla. Soft Copy bids (online) shall not be accepted. Tenderers are advised to follow the instructions provided in the tender documents.

### 5. **Language:**

The language of the bid shall be English. All documents submitted should also be in English language. In case the original document is in a different language, self-attested English translation must be furnished.

### 6. **Integrity Pact (IP)**

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. IP would be implemented through either of the following Independent External Monitors (IEM) for this tender.

Independent external monitor (IEMs) for integrity pact	<ol style="list-style-type: none"><li>1. SHRI P.K.DASH, NEAR LAHARPUR DAM, BHOPAL-462043 MOBILE-94250114411 <a href="mailto:E-MAIL-pkdash81@gmail.com">E-MAIL-pkdash81@gmail.com</a></li><li>2. SHRI KISHORE KUMAR SANSI, B-301, BADHWAR APARTMENTS, SECTOR-6, PLOT NO.3, DWARKA, WEST DELHI-110075, MOBILE-9686009000 <a href="mailto:E-MAIL-kishoresansi@hotmail.com">E-MAIL-kishoresansi@hotmail.com</a></li></ol>
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For full details of the scheme of IP, you may visit the website of Central Vigilance Commission, New Delhi.





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### **7. 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.

### **8. Price Bid**

Bidders are advised to submit their Price Bid strictly as per the offline based BoQ in line with the scope of work, layout, technical specifications, terms and conditions contained in the bid document after going through the prevailing conditions at site. Financial/Price bid (Bill of Quantities) in the provided format is to be submitted along with technical bid at DCIL PO Kandla before due date and time of submission as above. Bids received after the stipulated last date and time for receipt of bids, due to any reasons will not be allowed/considered.

### **9. DCI Reserves the right to**

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

- a. Accept or reject any or all Tenders without assigning any reason whatsoever.
- b. Cancel the tender enquiry at any stage without assigning any reason.
- c. Accept the tender in whole or part.
- d. Reject the tender received with counter conditions.

### **10. Forfeiture of EMD:**

The earnest money deposit may be forfeited:

- (i) If a Bidder:
  - (a) Withdraws its tender during the period of tender validity specified in the tender.
  - (b) Does not accept the correction of errors.
- (ii) In the case of a successful Bidder, if the Bidder fails:
  - (a) To sign the work order.
  - (b) To furnish performance security.
  - (c) To commence the work as per the work order.

### **11. Exemptions for submission of EMD and Tender Fee**

As per the Government of India Guidelines, SSI Units registered with MSME/NSIC for the tendered items, subject to production of documentary proof, as to the registered value; are exempt from submission of EMD. Tender Fee is exempted to MSME/NSIC vendors/firms.





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## **12. Refund of EMD:**

- a) The EMD of unsuccessful bidders will be refunded through e- payment, after the bidder is declared unsuccessful to the Bank Account of the bidder as provided by him within 15 days of disqualification.
- b) For successful bidders, the EMD shall be refunded after receipt of Security/ Performance Guarantee Deposit from the bidder.
- c) EMD shall be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the tender or after award of contract fails to furnish the required Performance Security.
- d) EMD will not fetch any interest.

## **13. Security / Performance Security:**

- a) The successful bidder will have to submit Security Deposit / Performance Security by way of online transfer to the bank account details specified above or by way of a Bank Guarantee for an amount equivalent to 5% of the contract value within 07 days after the issue of Letter of Intent for award of work. The amount of Security Deposit (UNLESS MADE BY WAY OF BANK GUARANTEE) has to be made online only by NEFT/RTGS to the DCI Bank details given above within the due date and time failing which the LOI will be withdrawn.
- b) The scanned copy of the UTR for Security Deposit payment document must be intimated to the Company. Physical mode of payment i.e Banker cheques or Demand drafts are not acceptable.
- c) This guarantee will be for performance of the contract in accordance with the terms and conditions and technical specification specified in the contract bid documents.
- d) If Security Deposit is by way of Bank Guarantee, it is to be submitted in the format prescribed at Annexure to this document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank in India and shall be enforceable at Visakhapatnam.
- e) DCI shall be at liberty to deduct appropriate from the Security/ Performance Guarantee Deposit such sums as are due and payable by the successful tenderer to the company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit.
- f) DCI shall be at liberty to encash the Bank guarantee either in part/full after providing a notice period of seven days to the party to rectify the defect/deficiency/non-performance or any other action/inaction of any of the terms and conditions of the tender document and/or agreement entered into subsequently thereafter. However if the defect/deficiency/non-performance or any other action/inaction is such that it is to be rectified immediately then the period of seven days is not necessary and the said Bank Guarantee can be enforced forthwith.
- g) Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Security Deposit.
- h) The Bank Guarantee shall remain valid for a period of two months beyond the original contract period from the date of the award of contract and shall be renewed for a further period, if required so. Security/ Performance Guarantee Deposit or amount of money paid towards Performance Security Guarantee in form of bank draft will be discharged and returned to the successful tenderer after satisfactory performance of the contract for entire



# **DREDGING CORPORATION OF INDIA LIMITED**

## **PROJECT OFFICE: KANDLA**

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contract period from the date of commencement of service.

- i) Performance Security Deposit will be discharged / refunded only upon receipt of “No Dues - No Claims Certificate” from the Contractor and subject there being no claims/dues by DCI.
- j) The performance security deposit will be discharged by the DCI and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.
- k) Security/ Performance Guarantee Deposit shall not fetch any interest.

#### **14. Bid Opening**

The Technical Bids (Cover-I) will be opened on the pre-scheduled date and time of tender opening at DCIL Project Office, Kandla. The Bidders / bidder's representative may attend the bid opening at DCIL PO Kandla.

Price-Bid (Cover-II) will be opened after evaluation of Cover –I. The Cover-II of only the technically qualified bidders shall be opened for which separate intimation will be given to the technically qualified bidders.

#### **15. Price Bid:**

Prices should be quoted in the BOQ available in the DCI website only. Apart from other conditions stated elsewhere in this document, the following are to be carefully read before quoting.

- i. Rates should be valid for entire period of contract. No enhancement will be given during the interim period for whatsoever reason.
- ii. Evaluation of bids will be done based on TOTAL VALUE With Taxes (in INR) as indicated in the above Price format.
- iii. Rates are to be quoted strictly as per the format.
- iv. Rates must include all taxes as applicable; except for GST which shall be payable extra as applicable.
- v. The rates quoted as above are all inclusive. No separate reimbursement is allowed.
- vi. Computational errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and total price shall be corrected.
- vii. In case any new Tax (other than GST which is dealt above) becomes payable additionally or replacing any of the existing Taxes and Duties as per any statutory enactment or otherwise, it shall be admissible and paid at actuals on submission of documentary evidence.

#### **16. Technical Bid Evaluation**

Submission of Forged/Tampered Documents: Based on undertaking furnished by the bidder in its Technical Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with bid against the tender, DCI, while carrying out evaluation of the offer, shall consider the submitted documents without any verification with the original. However, DCI reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to DCI on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie



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with the bidder and DCI reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in DCI for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.

## **17. Documents to be submitted/ formats of Forms:**

The details and list of the documents to be submitted has been in the tender documents at Section VII. DCI may ask for shortfall documents during the evaluation of the bids. Failure to provide any/all of the documents may render the bidder to be disqualified.

## **18. Shortfall Documents:**

DCI may ask for shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of Tender Cost/EMD. Request for documents and the response shall be in writing and no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with the Company or submission of any additional documents, not specifically asked for by the Company, will be allowed and even if submitted, they will not be considered by the Company. These documents are to be submitted to the Company within the specified time period. Non receipt of email will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will submit/resubmit the requested documents within the specified period and no additional time will be allowed for submission of documents. In case the requested documents are not submitted within the specified period, then the offer will be evaluated in accordance with tender terms and conditions based on the documents already submitted at the time of bid opening. The Company also reserves the right to seek additional documents/ clarifications by email which the bidder should submit within the timelines.

DCI reserves the right to verify any of the documents submitted by the bidder with originals or with anybody at any stage. All communication will be on e-mail. No separate communication by courier/speed post/ registered post/ post/ fax will be made in this regard. Non-receipt of e-mail will not be accepted as a reason of non-submission of documents within prescribed time.

## **19. Method of evaluation for technically qualified bidder:-**

The price bids of those parties who are technically qualified and which are opened will be evaluated on the basis of the lowest offer (L-1) of the total contract value. In case more than one bid is L1 then the technically qualified parties will be asked to submit their revised offer so as to arrive at the L1. Even if this fails, then the tender will be cancelled. The L1 bidder after reduction will be considered for award of the work.

## **20. Negotiations:-**

Post-tender negotiations are banned, except in the case of negotiations with L-1 (i.e. lowest tenderer). DCI reserves the right to have negotiations with L1 party if the amount quoted by the party is found to be on the higher side.

## **21. Letter of Intent:-**

The Bidder, whose Bid has been accepted, will be notified of the award by way of Letter of Intent for submission of Security Deposit within Seven (07) days of issuance thereof.



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## **22. Award of Work:-**

On submission of Security Deposit, the confirmatory letter of award of work will be issued.

## **23. Right to Vary Period of Contract at Time of Award:**

- a. The contract period is for Thirty Days plus mobilization period from the issue of confirmatory work order. The Contractor has to execute the work at the same agreed rates, terms & conditions of contract throughout the contract period. DCI reserves right for extension / curtailment of the contract and will not subject to the Arbitration.
- b. In case of curtailment of the contract period by DCIL at any stage, the tenderer shall be informed of the same in advance by serving a 07 days' notice of termination. In this case the tenderer shall not have any additional claim whatsoever.

## **24. Change Orders**

- a. DCI may at any time by a written order give to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor.
- b. 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 three (3) days from the date of the Contractor's receipt of the DCI's change order.

## **25. Contract Amendments**

No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **26. Taxes, Permits and Licenses:**

- a. The contractor shall pay all taxes, levies, duties, etc. 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.
- b. 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 and the same shall be paid by / passed on to DCI to the extent specified in the bid separately.
- c. The contractor has to pay GST on the work done to the concerned authority and the GST registration number of the contractor shall be printed on the bill voucher. GST component should be shown separately on the bill.
- d. The Contractor has to bear for all permits or licenses that is required to be obtained by the contractor in course of execution of the contract and DCI shall not bear/ reimburse the same to any extent except to the extent specified in the Tender/ Agreement.



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## **27. Income Tax Deduction:**

Deduction of income tax shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax Act. In case vendor does not provide PAN, TDS @ 20% will be deducted

## **28. Payment: -**

- a. No advance payment whatsoever shall be made to the successful bidder.
- b. No interim payment shall be made during contract period or extended contract period to the successful bidder.
- c. The payment as per the work order will be made through Electronic System.
- d. Payment will be made within 45 days from the date of receipt of Tax invoice in triplicate (e-Invoice unless exempted there from and supported by requisite documents) , duly signed Delivery Protocol / Work Done Certificate, work order & all relevant documents complete in all aspects.
- e. No payment will be made without clear and original certification for the job.
- f. GST No. of Dredging Corporation of India Limited, PO, Kandla is 24AAACD6021B1ZL.
- g. The bidders should mention all relevant details in Tax Invoice like GST, PAN & Bank details, HSN/SAC Code, SGST/CGST/IGST rates as applicable etc required for processing payment appropriately in the tender document.

## **29. Conditional Tender will not be considered: -**

Conditional tenders and additional conditions of the tenderer will not be considered. If a tenderer submits a bid with conditions/ additional conditions or making any changes in the tender document, the same will be summarily rejected.

## **30. Liquidated Damages:**

Time is the essence of this contract. The contractor should complete the execution of the work within the time schedule specified in the tender document. In case of delay in completion of the work, LD will be levied as under:-

- a) 1% of the contract value per week of delay on the value of the contract. Seven days shall constitute a week. Proportionate LD will be recovered for any delay for a part of the week subject to a maximum of 10% of contract value.
- b) Liquidated damages will be recovered being pre-estimated cost.
- c) In case of delay beyond 15 days over and above the stipulated time schedule, the Company reserves the right to cancel the contract at the risk cost of the party and undertake the work with any other party. In such cases, the EMD/ Security deposit submitted by the party will be forfeited and the party shall have no claim for the same.
- d) For levy of liquidated damages, the decision of DCI will be final and binding on the party whether or not DCI suffers any financial loss.

## **31. No Canvassing**

Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.

## **32. Corrupt or Fraudulent Practices**

The Bidders are required to observe the highest standard of ethics during the





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procurement and execution of contracts. In pursuance of this policy, the DCI: defines, for the purposes of this provision, the terms set forth below as follows:

“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

“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 DCI, 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 DCI of the benefits of free and open competition;

Will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI 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 DCI. Furthermore, Bidders shall be aware of the provision stated in Clause 16 of the General Conditions of Contract.

### **33. Risk and Cost**

If the tenderer makes default in proceeding with the work as per the time schedule mentioned with due diligence, due to lack of resources or organization or work operated is not up to the expected standards, the Corporation reserves right to cancel the contract at 3 (three) days' notice at any time during the currency of the contract. If the tenderer fails to execute the work as per conditions of the contract the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the tenderer. If at any time after award of the work, the progress of the work is not satisfactory, the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the tenderer. The Corporation would be entitled to withhold any sum due and payable to the tenderer towards the sum as a result of the said breach or default. The contractor will not have any claim for compensation or otherwise on this account. In such cases, the corporation reserves the right to forfeit all or any part of the EMD and/or Security deposit submitted by the party and the party will not have any right for the same.

### **34. Non Solicitation:**

The bidder shall not solicit or attempt to solicit the services of any employee of the DCI during the tenure of the contract. The bidder shall enclose a certificate that “he/she is not related to any officer of the Dredging Corporation of India Limited”. The bidder shall also furnish a declaration along with his tender enclosing the names of the relatives who are employed in DCI.

### **35. Rates in figure and words:**

Rate quoted by the bidder in figures and words shall be accurately filled, so that there is no discrepancy in the rates written in figures and words. If there is discrepancy between words and figures, the amounts mentioned in words will prevail. The rates are to be quoted strictly as per the format and no deviations from the tender terms and conditions shall be accepted. Alterations not authenticated with attestation may result in rejection of tender. Prices should be quoted in Indian rupees only.



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## **36. Notices:**

Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by e-mail and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **37. Insurance**

The contractor shall be liable at his own cost to keep his men/vessel/equipment insured at all time and in particular:-

- a) 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 (including but not limited to Hull & Machinery Insurance as may be applicable).
- b) 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 (including but not limited to Third Party Insurance as may be applicable).
- c) 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 (including but not limited to Insurance against Accident to Workmen as may be applicable).
- d) 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 DCI against all losses and claims arising from such failure.

## **38. Sign and Stamp on all pages:**

The bidder should sign & stamp on all pages of the tender document.

## **39. Non-Disclosure:-**

The bidder shall not, without DCI's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of DCI in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

## **40. QMS/ EMS:-**

DCI is certified for ISO 9001:2015 (Quality Management system), ISO 14001:2015 (Environment Monitoring system). International Safety Management System and ISPS code. The Bidder should comply the applicable requirements pertaining with the above standards while executing works.

## **41. Termination for default:-**

Notwithstanding anything stated elsewhere in this tender document, during the currency of contract period and extended period if any, DCI may terminate the Contract without prejudice to its rights and remedies and forfeit the Performance Security and EMD

- a. With or without notice, if the Contractor fails to provide the Performance Security within 07 days from the LOI date or within any extension thereof granted by the DCI.



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- b. With or without notice, if the Contractor fails to provide the service within 07 days from the work order date or within any extension thereof granted by the DCI.
- c. Other than above by giving 07 days' notice, if the services of the contractor are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract under the Contract.
- d. if the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

#### **42. Termination for Insolvency**

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

#### **43. Termination for Convenience**

The DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time during the currency of contract period or during the extended period of contract for its convenience. The notice of termination shall specify that termination is for the DCI'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 seven (07) days will be given.

#### **44. Temporary suspension:**

In the event of local disturbances caused by local Unions/ Strike/Cyclone & various constrains, the contract shall be suspended temporally by giving 24 Hours' notice to the Tenderers and 24 Hours' notice for commencement of the work. For which payment will not be paid.

#### **45. Limitation of Liability:**

Except in cases of negligence or willful misconduct, the Contractor shall not be liable to the DCI, 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 DCI.

#### **46. Non-Transferability**

This work order/contract awarded to the successful party is not transferable. The party to whom the work order is given is not allowed to sub-contract this work by whatever name called to anybody. If it is found that this work is transferred or sub-contracted to anybody at any point of time, DCI reserves the right to cancel the contract with all its consequences including forfeiture of the EMD/ Security Deposit and carrying out the work for the balance period at the risk and cost of the party whose work order is cancelled plus levy of fine/ claim of damages from the party whose work order is cancelled.





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## **47. Declarations by the bidder**

The bidders should give in the prescribed format given in the tender document, declarations that:-

i)	The bidder agrees to all conditions in the Tender document and all corrigenda/addenda issued thereof and all the Tender documents and documents submitted in support of the same have been signed by the bidder in token of acceptance of the same.
ii)	No changes have been made by the bidder to the Tender Document.
iii)	There are no counter conditions in the bid submitted by the bidder and further that the bidder will not put any counter conditions in the course of the tender process or in the event of the work being awarded to the bidder.
iv)	The bidder has not been banned by any Government or Quasi-Government agencies or PSUs including DCI” in the last three financial years and if yes, giving details of the same.
v)	The bidder is not related to any Officer of Dredging Corporation of India Ltd., and also certify that we do not have any relatives employed in DCI. (Relative to have the same definition as under Companies Act and if yes, giving details of the same).
vi)	The bidder has not made any payment or illegal gratification to any person/authority connected any with the Tender Process so as to influence the tender process and have not committed any offence under the Prevention of Corruption Act in connection with the Tender and also do under take that we shall disclose if any payment made or proposed to be made to any intermediaries (agents etc.) during the tender process in connection with this Tender.
vii)	Certify that, the bidder does not have any current litigation with the company and if yes give details of the same.
viii)	The bidder gives consent that their response to this Tender may not be considered by the Company and the work, if awarded be cancelled if it has been found any of the undertaking(s)/information/document(s) given in/along with this TENDER has been found to be wrong, misleading, incorrect, manipulated, forged or has been obtained by any improper means whatsoever

## **48. Statutory Approval:**

The bidder shall obtain all the required statutory and other clearances/ approvals as may be required from the respective competent authorities. The bidder shall be responsible for complying with the all clearances obtained by them and also all the applicable/prevaling laws, rules, regulations, policies, procedures and guidelines of the Govt. of India and state where the service is provided .

## **49. Force Majeure:-**

- a. If at any time before the actual stipulated date of delivery, the completion of the work is delayed due acts of God, war or other hostilities, civil war, flood, typhoons, hurricanes, storms, earthquakes, tidal waves, landslides, tsunami, fires all the foregoing, irrespective of whether or not these events could be foreseen, at the date of issue of the work order, and in any such case, both the parties will discuss regarding a mutually acceptable new date of completion. However, if cumulative above force majeure delays exceed 20 days, DCI has the right to rescind the contract. The contractor cannot claim and DCI is not liable to pay for any damages of whatsoever



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nature that may have been suffered by the contractor due to Force Majeure.

- b. If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI 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.

## **50. Dispute Resolution/ Arbitration:**

- a. If any dispute or difference of any kind whatsoever arises between Contractor and DCI in connection with or arising out of the subject work , 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.
- b. 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
- c. Arbitration and Conciliation Act-1996: Both the parties through mutual consent appoint an Arbitral Tribunal consisting of Sole Arbitrator and the award of the Tribunal 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 Tribunal shall give a reasoned award within six months from the date of the appointment in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof.
- d. 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.

## **51. Governing Law:**

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 and not limited to Indian Workmen's 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 DCI indemnified in case any proceedings are taken or commenced by any authority against DCI 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 DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the DCI shall be entitled to deduct the same from any monies due or



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that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the DCI is required or called upon to pay or reimburse on behalf of the contractor.

Notwithstanding anything said above, DCI is obliged to follow any guideline or instruction received from the Government or any statutory bodies received from time to time whether during the process of bidding or after award of work and the same applies to the bidders before and/or after the award of the work.

### **52. Jurisdiction of Courts:**

All disputes will be subject to the Jurisdiction of Visakhapatnam only.

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E – MAIL ID: [pokandla@dcil.co.in](mailto:pokandla@dcil.co.in) , Contact No. 9128757134, 9949825222

## **SECTION – V: SPECIAL CONDITIONS OF THE CONTRACT**

The following are the Special Condition of the Contract (SCC). The provisions of the Special Conditions of the Contract (SCC) given in the subsequent section shall supplement the GCC and notwithstanding anything contained in GCC, the provisions of the SCC shall prevail over those in the GCC.

### **1. As per W.O. & description:-**

- a) The tender is strictly basis on work order and description In the event of failure to Search, Locate and Removal / Salvage of Bottom Door along with stem pipe belonging of DCI Dredge XVII from underwater sea bed, lost at Dumping ground around ( E6 box) Lat: 22° 51'02"N Long: 070° 10'04"E of Deendayal Port Authority and lifting and handing over the same to DCIL PO Kandla at Kandla Port at the location identified by DPA on jetty or stockyard, no payment would be released.
- b) Payment would be processed only on the basis of the duly signed delivery protocol as per the format given in the tender document signed by Master of the DCI Dredge XVII / Project Manager- PO Kandla-DCI / DCI Official and the bidder to whom the work is awarded.
- c) No payment would be released, if the said bottom door along with stem pipe is not retrieved and handed over to DCI,
- d) However, if the party has mobilized all the required men, material, equipment, boat, floating crane, divers etc., and has put all out efforts for searching, but has not been able to locate and / or lift and hand over to DCI, the Performance Security Deposit would be released to the contractor, notwithstanding that the payment would not be released as per the terms and conditions of the work order.

### **2. Equipment and permissions**

- a) The bidder is responsible for searching, locating, the Bottom Door along with stem pipe as per the subject tender by employing all necessary boat, equipment, suitable divers at Dumping ground around (E6 box) Lat: 22° 51'02"N Long: 070° 10'04"E of Deendayal Port Authority, boats, lifting the bottom door from the underwater seabed and handover to DCI inside Kandla Port on "No Cure No Pay" basis.
- b) All the tools, tackles, experienced divers and necessary equipment, carryout survey works with Survey equipment's and Survey Launch for searching & locating, diving & lifting the bottom door, suitable cranes etc. shall be arranged by the party at his own cost including mobilization and demobilization at Kandla Port.
- c) The divers should have valid diving certificate & should be physically fit.
- d) Port authority Permissions & passes for Materials, vehicles, men & others shall be arranged by the Contractor at their own cost.
- e) Obtaining Diving permission from Deendayal Port Authority will be the responsibility of the contractor.
- f) Contractor must follow all rules and regulations of DPA during the execution of the work.
- g) The Contractor shall take full responsibility for all site operations and complete the work within stipulated period, in case the contract period is required to extend, the contractor has to submit his proposal with detail justification, the same shall be examined and in case it is required, suitable extension shall be given.



# **DREDGING CORPORATION OF INDIA LIMITED**

**PROJECT OFFICE: KANDLA**

1ST FLOOR, PLOT C -46, NU-10/B,

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LANDMARK: OSLO CIRCLE, GANDHIDHAM-370201

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- h) All safety of men & materials will be on contractor account. No claims will be entertained on this account.

### **3. Safety**

Contractor is Responsible for safety of the entire operation including men and material, equipment: The Contractor shall be solely responsible for all adequacy, stability and safety of all site operations, even if any prior approval thereto as may be required has been taken from the Deendayal Port Authority, DCI will not responsible for any type of incident and/or accident. DCI also will not responsible for any type of fraud miss manning, CISF permissions/ approvals, Port related issues, local issues or any other issues.

### **4. 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 DCI or his Representative in writing shall be binding upon the Contractor subject to limitation specified in the Contract. The Contractor shall inform the DCI or his Representative in writing about such representative / agent of him at site.

### **5. Contractor to deploy qualified personnel**

The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons who is capable of and has experience in diving / salvage works executing hydrographic surveys and the DCI shall be at liberty to direct the contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the DCI shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

### **6. Contractor is Responsible for all Damages to other Structures/ Persons, Caused by him while executing the Work**

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 maybe 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, unless otherwise stipulated in the Contract.

### **7. Fossils, Treasures troves etc are DCI's property**

The contractor shall immediately inform the DCI 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 and protect them from being damaged by his workmen and arrange for handing over of them at the DCI for onward handing over to Kandla Port.

### **8. Contractor to Indemnify the DCI against all Claims for Loss, Damage etc.**

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

a. Infringement of any patent right, design, trademark, or name or other



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protected right, in connection with the works or temporary work.

- b. 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.
- c. 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 DCI or any other person.
- d. Damage / injury caused to waterway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- e. Pollution of waterway and damage caused to river, lock, sea wall or other structures related to water way, in operating contractor's vessels /equipment.

**9. Contractor to Provide Facilities to DCI/ Kandla Port Personnel.**

The Contractor shall, at his own cost, render all reasonable facilities and Co-operation as per direction of DCI / Kandla Port provide necessary facilities for accompanying of the representatives of DCI / Kandla Port on or near the site of work and in default, the contractor shall be liable to the DCI for any delay or expense incurred by reason of such default.

**10. 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.

**11. DCI's Lien on Contractor's Plant & Equipment**

All constructional plants, temporary works and materials when brought to the site by the Contractor, shall be deemed to be the property of the DCI who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the DCI or his Representative.

**12. Dock entry pass and Gate entry pass**

The dock entry passes, Gate pass, etc. for Equipment, Men, Material, consumables, fuel, oil & Lubes etc. shall have to be arrange by the contractor at their own cost and DCI will not be responsible for any type of CISF and PORT related issues. Arrangement of tie up of boat i.e. where the boat will keep standby will fully responsibility of the contractor.

The contractor should have his own arrangement at his cost for suitable berth for his equipment floating or otherwise etc., during working/non-working time, repairs and maintenance, breakdown and any other purpose when the same is not engaged.

**13. Sunken Equipment:**

- a. If any equipment (floating or otherwise) belonging to the Contractor or Sub-contractor or any material or things the rein or there after sink from any cause whatsoever, it shall immediately be reported by the Contractor to the Competent Authority and Contractor shall forth with at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as port / DCI may direct.
- b. The fact that the sunken equipment, material or things are insured or have been declared a total loss or do not represent any further value shall not absolve the





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Contractor from his obligations under this clause to raise and remove the same.

- c. Until such sunken equipment, material or things have been raised and removed, the Contractor shall set such buoys and display at night such lights and do all such things for the safety as maybe required by the Competent Authority / port / DCI.
- d. In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, the Port / DCI may cause to set buoys and display at night lights on such equipment and raise and remove the same without prejudice to the right of the port / DCI to hold the Contractor liable and all expenses and consequences thereon and incidental there to shall be borne by the Contractor and shall be recoverable from him as a debt by the port / DCI or maybe deducted by the port / DCI from any money due or which may become due to the Contractor.

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**DREDGING CORPORATION OF INDIA LIMITED****PROJECT OFFICE: KANDLA**

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E – MAIL ID: [pokandla@dcil.co.in](mailto:pokandla@dcil.co.in) , Contact No. 9128757134, 9949825222**SECTION – VI -PRICE BID FORMAT (BOQ)**

Sl.No	Description of Item	Unit	Rate (Rs) in figures and words	GST (percentage)	GST Amount in Rs.)	Total Amount
(1)	(2)	(3)	(4)	(5)	(6) = (4) * (5)	(7) = (4) + (6)
A.	<b>Search, Locate and Removal / Salvage of Bottom Door along with stem pipe belonging of DCI Dredge XVII from underwater sea bed, lost at Dumping ground around ( E6 box) Lat: 22° 51'02"N Long: 070° 10'04"E of Deendayal Port Authority and lifting and handing over the same to DCIL PO Kandla at Kandla Port at the location identified by DPA on jetty or stockyard on “No Cure No Pay” basis with all necessary personnel (including divers) and equipment (including Floating Cranes, boats etc.) inclusive of all other taxes excluding GST. Including all labour, mobilization and demobilization charges whatsoever.</b>  (Drawing of the bottom door along with stem pipe, Track line and Survey Chart Enclosed.) .	<b>Lump sum</b>				

**Note:-**

1. The evaluation of L-1 will be considered on lowest quoted in BOQ “Price Bid”.
2. The rate quoted by the tenderer shall be firm throughout the period of contract including the extended period if any and there will not be any change in the rate during the currency of contract period and extended period if any.

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### SECTION – VII - SAMPLE FORMS

Sl.No.	Particulars	When to be submitted
1.	Documents / information to be submitted along with technical bid	This is to be filled, signed and stamped and submitted along with the technical bid.
2.	Letter of Bid	To be executed on letter head, signed and stamped and submitted along with Technical Bid and original sent to DCI contact address along with other originals as required.
3.	Power of Attorney authorizing the person who has signed the bid documents	To be executed on 100 Rs. Non-Executive Stamp Paper and to be submitted along with Technical Bid and original sent to DCI to contact address along with other originals as required.
4.	Bank guarantee for earnest money deposit	To be executed on 100 Rs. Non-Executive Stamp Paper and to be submitted along with Technical Bid and original sent to DCI to contact address along with other originals as required.
5.	Form of contract agreement	To be executed only after the issue of Letter of intent/ award of work
6.	Form of bank guarantee for security deposit	To be issued only after issue of letter of intent
7.	Declarations by bidder	To be executed on letter head, signed and stamped and submitted along with Technical Bid.
8.	Format of Delivery Protocol	To be issued only after completion of work
9.	Integrity Pact Form	To be executed on 100 Rs. Non-Executive Stamp Paper and submitted along with Technical Bid.
10.	Form for vendor code creation/changes in ERP	To be filled and signed and submitted along with Technical Bid



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## 1. Documents / information to be submitted along with technical bid

- Note: -**
1. THIS SECTION SHOULD BE FILLED ON THE LETTER HEAD OF THE BIDDER, SIGNED AND SUBMITTED ALONG WITH THE DOCUMENT STATED HEREIN.
  2. PLEASE SUBMIT THE DOCUMENTS IN THE SAME ORDER AS STATED HEREIN I.E., THE STARTING PAGES SHOULD BE THIS PAGE ON LETTER HEAD OF THE BIDDER DULY FILLED IN AND SIGNED FOLLOWED BY ALL THE ATTACHMENTS STATED HEREIN IN THE SAME ORDER STATED BELOW. ALL DOCUMENTS SHOULD BE SERIALLY NUMBERED AND THE PAGE NUMBERS TO BE GIVEN IN THE SPECIFIED COLUMN.
  3. ALL FIELDS ARE TO BE COMPLUSORILY FILLED. IF ANY INFORMATION IS NOT APPICABLE/ NOT AVAILABLE/NIL, PLEASE WRITE – NOT APPLICABLE/ NOT AVAILABLE/NIL AGAINST THE PARTICULAR COLUMN.

	Particulars	Columns to be filled in wherever applicable	Page Nos of scanned copies	
			From	To
1.	Particulars of Tenderer			
	A Name of the PARTY			
	Copies of document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.			
	B Postal Address			
	C Authorized person's name			
	D Authorized person's designation			
	E Telephone Number			
	F Mobile Number			
	G e-mail address			
2.	Tender Cost - Provide the UTR number along with date of online transfer and attach the scanned copy	UTR No : Date :		
3.	EMD- Provide the UTR number along with date of online transfer and attach the scanned copy. If Bank Guarantee is given, the original sent to the company as stated in the tender document	UTR No : Date :		
4.	Scanned copy of the complete	Yes/No		



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	Particulars	Columns to be filled in wherever applicable	Page Nos of scanned copies	
			From	To
	Tender document signed on each page with Tenderer's seal in token of acceptance of all the conditions of the Tender document.			
<b>5.</b>	<b>PRE-QUALIFICATION CRITERIA</b>			
<b>A</b>	<b>Experience Criteria :-</b> Experience of having successfully completed similar works during last seven years ending last day of the month stated above. The certificate previous to the one in which tender is invited should be any one of the following.  Three similar completed works each costing not less than <u>Rs. 69,30,000/-</u> . or Two similar completed works each costing not less than <u>Rs. 86,62,500/-</u> . or One similar completed works each costing not less than <u>Rs. 1,38,60,000/-</u> .  Similar works means "Salvage / Recovery of sunken vessels / equipment from sea / river bed".	The documentary evidence of bidder having successfully completed works - 3/2/1 works of similar nature for the values stated above. The certificate should clearly indicate the following: a. Brief description of the work b. Value of work done. c. Period of work.		
<b>B</b>	<b>Experience Criteria :-</b> Minimum Average Annual financial turnover during the last Three (3) consecutive financial years should be at least Rs.51,97,5000/-.	Self-attested audited Profit & Loss statement & balance sheets for the last three consecutive financial years are to be submitted along with the technical bid.		
<b>6.</b>	A detailed list of equipment available with the tenderer and which are proposed for deployment for the work.			
<b>7.</b>	<b>Bank Details</b> (Scanned copy of the cancelled cheque to be given)			
	1	Name of the Bank		
	2	Name of the Branch		
	3	Bank Address		
	4	Bank Account No		
	5	IFSC Code/ RTGS Code		



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	Particulars	Columns to be filled in wherever applicable	Page Nos of scanned copies	
			From	To
8.	Pan Card No. (Copy of relevant document issued by the relevant authority issuing the number to be attached)			
9.	GST Registration number issued by respective authorities (Copy of relevant document issued by the concerned authority issuing the number to be attached)			
10.	Registration with Provident Fund Authorities  Relevant documentary evidence to be submitted and number to be provided			
11.	For MSMEs only : - The relevant valid registration certificate/document given by NSIC to be submitted along with Technical bid.			
12.	<i>Letter of Bid (LOB)</i> (on the letter head of the bidder and duly signed) of the declaration by the tenderer as to compliance of all conditions and having put no counter conditions in the format specified signed by a person competent and having the “Power of Attorney” to bind the bidder. “Signed & Stamped with the seal of the company” LOB along with “Power of Attorney” are to be submitted during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” submitted by the bidder must be the same as per the format downloaded and it should not contain any other information. If there is any change in the contents of Letter of Bid submitted by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection.			
13.	“Power of Attorney on Rs.100 Non Judicial Stamp Paper. Original Power of Attorney to be submitted to DCI office.			
14.	Declarations by the bidder that :- The bidder agrees to all conditions in the Tender document and all corrigenda/addenda issued thereof and all the Tender documents and documents submitted in support of the same have been signed by the bidder in token of acceptance of the same. No changes have been made by the bidder to the Tender Document. There are no counter conditions in the bid submitted by the bidder and further that the bidder will not put any counter conditions in the course of the tender process or in the event of the work being awarded to the bidder. The bidder has not been banned by any Government or Quasi-Government agencies or PSUs including DCI” in the last three financial years and if yes, giving details of the			



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Particulars	Columns to be filled in wherever applicable	Page Nos of scanned copies	
		From	To
same.			
The bidder is not related to any Officer of Dredging Corporation of India Ltd., and also certify that we do not have any relatives employed in DCI. (Relative to have the same definition as under Companies Act and if yes, giving details of the same.			
The bidder has not made any payment or illegal gratification to any person/authority connected any with the Tender Process so as to influence the tender process and have not committed any offence under the Prevention of Corruption Act in connection with the Tender and also do under take that we shall disclose if any payment made or proposed to be made to any intermediaries (agents etc.) during the tender process in connection with this Tender.			
Certify that, the bidder does not have any current litigation with the company and if yes give details of the same.			
The bidder gives consent that their response to this Tender may not be considered by the Company and the work, if awarded be cancelled if it has been found any of the undertaking(s)/information/document(s) given in/along with this TENDER has been found to be wrong, misleading, incorrect, manipulated, forged or has been obtained by any improper means whatsoever			
15. Integrity Pact agreement with Dredging Corporation of India Ltd executed on Rs.100/-stamp paper.			
Original to be submitted along with technical bid.			



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## 2. Letter of Bid

(To be submitted on the letter head of the bidder)

To,  
The Project Manager,  
Dredging Corporation of India Ltd,  
Project Office Kandla  
1st Floor, Plot C -46, NU-10/B,  
Gayatri Mandir Road,  
Shaktinagar, Landmark: Oslo Circle,  
Gandhidham-370201.

Dear Sir,

We have gone through the bidding documents including all the corrigenda/addenda issued thereto, the receipt of which is hereby duly acknowledged and we, the undersigned, offer to execute the work under the subject tender in conformity with the said bidding documents for the sum or such other sums as may be ascertained in accordance with the Schedule of Price submitted separately in the Price Bid in the prescribed format and made part of this Bid.

We undertake, that, if our Bid is accepted, to execute the work as per the scope of work of the tender document.

We further undertake, that, If our bid is accepted, to provide the performance security in the form, for 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 be for the expiration of that period.

We agree that 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 the Company is not bound to accept the lowest or any bid it may receive.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025 \_\_\_\_\_.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of



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## **3. Power of Attorney authorizing the person who has signed the bid documents.**

**(On Rs. 100/- NON JUDICIAL STAMP PAPER)**

Dated \_\_\_\_\_

To

M/s. Dredging Corporation of India Ltd.,  
Visakhapatnam

Sir,

Sub : Search, Locate and Removal / Salvage of Bottom Door along with stem pipe belonging of DCI Dredge XVII from underwater sea bed, lost at Dumping ground around (E6 box) Lat: 22° 51'02"N Long: 070° 10'04"E of Deendayal Port Authority and lifting and handing over the same to DCIL PO Kandla at Kandla Port- **No Cure- No Pay basis** – Reg.

Ref : TENDER REF. NO. DCIL/KAN/MAT/DR-XVII/Bottom Door-Removal/2025 dated 21-05-2025.

We do hereby authorize Ms/Mr/..... Address .....for offline bidding on behalf of us for the open tenders invited by DCI for the subject tender.

Name, Signature & Seal of the person who has signed Letter of Bid

And is authorizing the person for offline bidding.

Name, Signature/ & Seal of the person Authorized for offline bidding

**Signature & Seal of the PUBLIC NOTARY**



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## 4. Bank guarantee for earnest money deposit

(to be executed on non-judicial stamp paper worth Rs.100/-)

Bank Guarantee No. Date:

To,  
The Project Manager,  
Dredging Corporation of India Ltd,  
Project Office Kandla  
1st Floor, Plot C -46, NU-10/B,  
Gayatri Mandir Road,  
Shaktinagar, Landmark: Oslo Circle,  
Gandhidham-370201.

WHERE AS (herein after) called“ the Tenderer”  
has submitted its tender dated.....for the execution of (name of  
work).....(herein after called“ the Tender”)in favour of  
DREDGING CORPORATION OF INDIA LIMITED, Registered Office at Core No.-2,  
First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI –  
110 091, India (herein after called the “DCI”)herein after called the “CORPORATION”.

KNOW ALL MEN by these presents that we, (Bankers full address) (herein after called  
“the Bank” are 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 the  
represents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
  - (a) During the period of Tender validity specified in the Tender,  
or
  - (b) Having been notified of the acceptance of his Tender by the Corporation  
during the period of Tender Validity.
2. Fails or refuses to execute the Agreement, if required or
3. Commence the work as per the Letter of Intent or Work Order

We undertake to pay to the Corporation up-to the above amount upon receipt of his  
first written demand, without the Corporation having to substantiate his demand,  
provided that in his demand the Corporation will note that the amount claimed by him is  
due to him 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 up  
to 120 days from the date of opening of Second Cover / Finance Bid, 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..... 2025

For..... (Indicate Name of the Bank)





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E – MAIL ID: [pokandla@dcil.co.in](mailto:pokandla@dcil.co.in) , Contact No. 9128757134, 9949825222

## 5. Form of contract agreement

(to be executed on non-judicial stamp paper worth Rs.100/-)

This agreement made this \_\_\_\_ (day) of \_\_\_\_ (month) of \_\_\_\_ (Year) between the....., a body corporate under .....having its registered office at..... (herein after called “the Employer”, “which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the Part

AND

---

---

---

---

(Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (herein after 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 \_\_\_\_\_

and the Contractor has offered to \_\_\_\_\_

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 herein after referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
  - 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. \_\_\_\_\_ at the times and in the manner prescribed by the Contract.



# DREDGING CORPORATION OF INDIA LIMITED

## PROJECT OFFICE: KANDLA

1ST FLOOR, PLOT C -46, NU-10/B,  
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5. IN WITNESS whereof the parties here unto have set their hands and seals the day and year first above written.

Signed and sealed by:

### CONTRACTOR

Signature :  
Name :  
Designation :  
Seal :

Signature  
Name  
Designation  
Seal

In the presence of Witness

Signature  
Name & Address:

Signature  
Name & Address:



# DREDGING CORPORATION OF INDIA LIMITED

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## 6. Form of bank guarantee for security deposit

(to be executed on non-judicial stamp paper worth Rs.100/-)

To

Dredging Corporation of India Limited

.....  
.....

Bank Guarantee No. Date

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India(herein after called the“ DCI”) having agreed to exempt M/s..... having its Registered Office at .....(hereinafter 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.....(hereinafter 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

.....  
.....only),

we .....(herein after referred (indicate the name of the Bank)to as “the Bank” at the request of M/s...(Contractor)do

Hereby undertake to pay to the DCI an amount not exceeding .....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 and without reference to the Contractor from the DCI 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

.....(say).....  
.....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.



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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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

7. We, ..... lastly undertake not to (indicate name of the Bank) revoke this guarantee during its currency except with the previous consent of the DCI in writing.

8. This guarantee will remain in force until \_\_\_\_\_

9. 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 (\_\_\_\_\_ only).

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2025.



# DREDGING CORPORATION OF INDIA LIMITED

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### 7. Declarations by bidder

To,  
The Project Manager,  
Dredging Corporation of India Ltd,  
Project Office Kandla  
1st Floor, Plot C -46, NU-10/B,  
Gayatri Mandir Road,  
Shaktinagar, Landmark: Oslo Circle,  
Gandhidham-370201

Dear Sir,

Sub : Search, Locate and Removal / Salvage of Bottom Door along with stem pipe belonging of DCI Dredge XVII from underwater sea bed, lost at Dumping ground around (E6 box) Lat: 22° 51'02"N Long: 070° 10'04"E of Deendayal Port Authority and lifting and handing over the same to DCIL PO Kandla at Kandla Port- **No Cure- No Pay basis** – Reg.

Ref : TENDER REF. NO. DCIL/KAN/MAT/DR-XVII/Bottom Door-Removal/2025 dated 21-05-2025.

I/We hereby confirm having read by me/us read and/or explained to me/us so far all the terms and conditions stated in the documents in connection with the subject Tender and hereby declare/state/ undertake as under:-

i)	I/we further confirm and declare that we agree to all conditions in the Tender document and all corrigenda/addenda issued thereof and all the Tender documents and documents submitted in support of the same have been signed by us in token of acceptance of the same.	
ii)	I/we further confirm and declare that no changes have been made by us to the Tender Document.	
iii)	I/we further confirm and declare that there are no counter conditions in the bid submitted by us and further that we will not put any counter conditions in the course of the of the tender process or in the event of the work being awarded to us.	
iv)	We have not been banned by any Government or Quasi-Government agencies or PSUs including DCI" in the last three financial years	Give a tick "✓", if the statement is correct.  Otherwise, give details of the organisations which have banned you.
v)	We (in case of firm- this is applicable to the promoters or persons who have controlling interests in the firm) are not related to any Officer of Dredging Corporation of India Ltd.,and also certify that we do not have any relatives employed in DCI. (Relative to have the same definition as under Companies Act.	Give a tick "✓", if the statement is correct.  Otherwise, give details of the relatives who are employed in DCI containing their names and designations..



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vi)	With reference to your subject Tender we hereby give an Undertaking that we have not made any payment or illegal gratification to any person / authority connected any with the Tender Process so as to influence the tender process and have not committed any offence under the Prevention of Corruption Act in connection with the Tender. We also do under take that we shall disclose if any payment made or proposed to be made to any intermediaries (agents etc.) during the tender process in connection with this Tender.	
vii)	With reference to subject Tender, we hereby certify that, we do not have any current litigation with the company.	Give a tick “✓”, if the statement is correct.  Otherwise, give details of the Litigation.
viii)	I/we hereby give consent that my/our response to this Tender may not be considered by the Company and the work, if awarded be cancelled if it has been found any of the undertaking(s)/information/document(s) given in/along with this TENDER has been found to be wrong, misleading, incorrect, manipulated, forged or has been obtained by any improper means whatsoever	

Thanking you,  
Yours faithfully,

SIGNATURE OF THE “BIDDER” WITH SEAL

Place:

Date:



# DREDGING CORPORATION OF INDIA LIMITED

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## 8. Format of Delivery Protocol

(To be issued on the plain paper)

### DELIVERY PROTOCOL

- Ref : i) TENDER REF. NO. DCIL/KAN/MAT/DR-XVII/Bottom Door-Removal/2025 dated 21-05-2025 issued by DCIL PO Kandla.
- ii) Quotation submitted by M/s \_\_\_\_\_ against the above tender.
- iii) Work Order Ref No. \_\_\_\_\_ dated \_\_\_\_\_ issued by DCI on M/s \_\_\_\_\_

The work title "Search, Locate and Removal / Salvage of Bottom Door along with stem pipe belonging of DCI Dredge XVII from underwater sea bed, lost at Dumping ground around (E6 box) Lat: 22° 51'02"N Long: 070° 10'04"E of Deendayal Port Authority and lifting and handing over the same to DCIL PO Kandla at Kandla Port- **No Cure- No Pay basis**" under the subject tender was awarded to M/S \_\_\_\_\_

vide work order Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for a contract value of Rs. \_\_\_\_\_

The Party has retrieved and handed over the retrieved Bottom Door along with stem pipe (belonging to DCI Dredge XVII) from underwater sea bed to DCIL PO Kandla at Kandla Port.

The work is completed satisfactorily as per the terms and conditions of the contract

Handed Over	Taken Over
Representative of the Party- M/s _____	Project Manager DCI PO Kandla
Sign and Seal	Sign and Seal





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## **9. Integrity Pact Form**

### **INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT**

As per ITB, GCC and SCC Clauses of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.

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.

The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchase 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]

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.

All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a JV, the Integrity Pact shall be signed by all the partners or JV members.

Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.

The Bidder shall not change the contents of the Integrity Pact.

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)



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(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. \_\_\_\_\_, dated \_\_\_\_\_. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s).

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

### Section I - Commitments of the Principal:

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

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.

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.

The Principal will exclude from the process all know prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be 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)

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:

The Bidder(s)/Contractor(s) will not, directly or through any other 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.

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



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prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

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.

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.

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.

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences 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 and take action as per the procedure.

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

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.

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:**

The Bidder shall declare that no previous transgressions occurred in the last three years 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.

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:**



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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.

The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.

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):**

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.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, DCIL.

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 Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

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.

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.

The Monitor will submit a written report to the Managing Director, 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.

The Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the DCIL Board.



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If the Monitor has reported to the Managing Director, DCIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Managing Director, 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.

The word 'Monitor' would include both singular and plural.

### Section 9: Pact Duration:

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.

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:

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

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership firm or a JV, this agreement must be signed by all partners or JV members.

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.

Issues like warranty/Guarantee etc. shall be outside the purview of Monitors  
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)

(Office Seal)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness 1 :

\_\_\_\_\_  
(Name & Address)

\_\_\_\_\_

\_\_\_\_\_

Witness 2 :

\_\_\_\_\_  
(Name & Address)

\_\_\_\_\_



# DREDGING CORPORATION OF INDIA LIMITED

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### 10. Form for vendor code creation/changes in ERP

<b>1. Vender Details</b>			
a)	Name of the Vendor	:	
b)	Address	:	
c)	Place of Registration	:	
d)	Principal place of business	:	
e)	Email ID	:	
f)	Contact No.	:	
<b>2. <u>Taxation and Other Registration Details (Supporting copies need to be attached)</u></b>			
a)	PAN No.	:	
b)	GSTIN	:	
c)	Type of Vendor	:	Registered / Unregistered / Composite Dealer (Tick whichever is applicable)
<b>3. <u>Bank Details (Copy of cancelled cheque needs to be attached)</u></b>			
a)	Bank Name, Branch & City	:	
b)	Bank Account Number	:	
c)	IFSC	:	

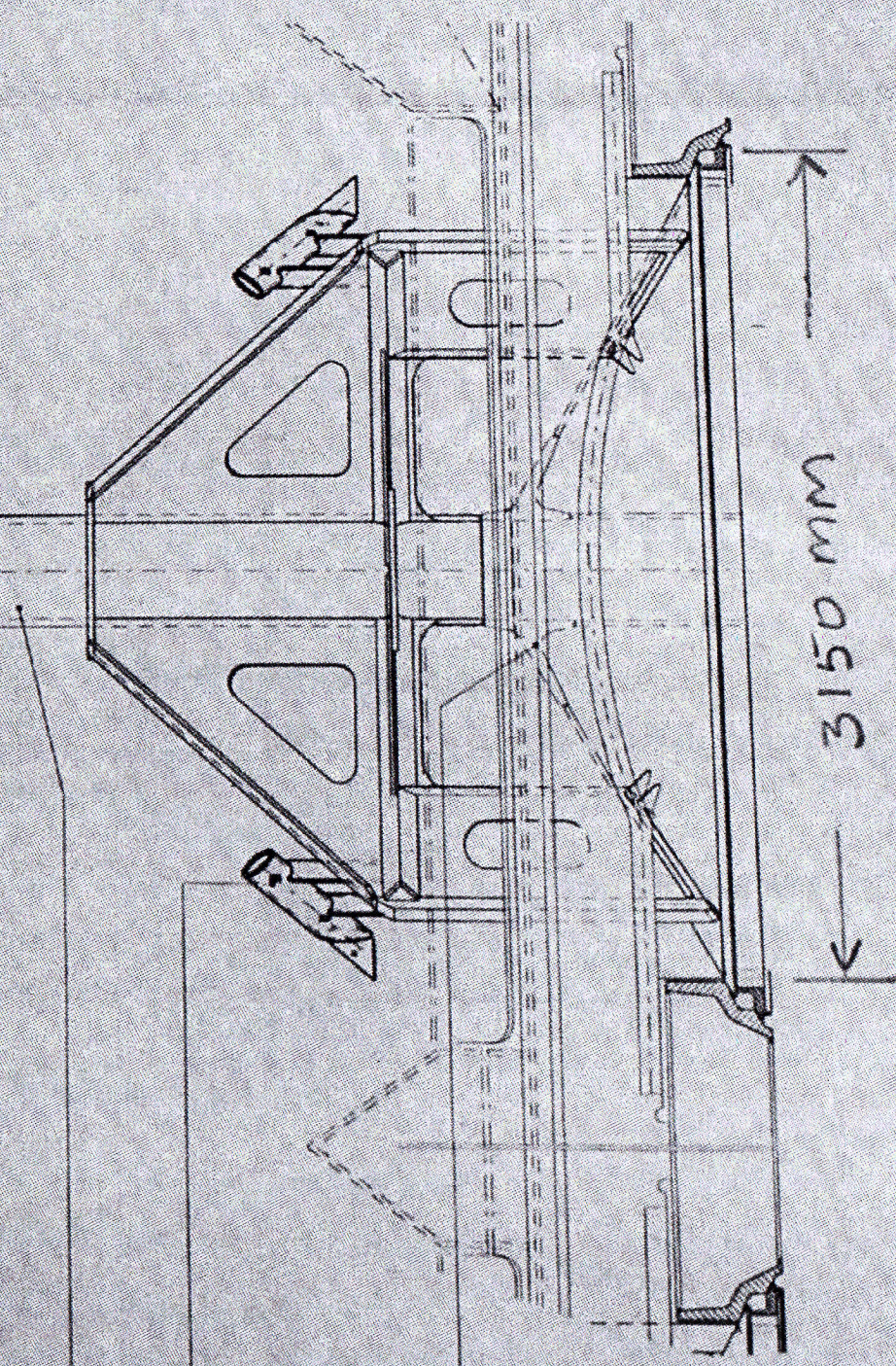
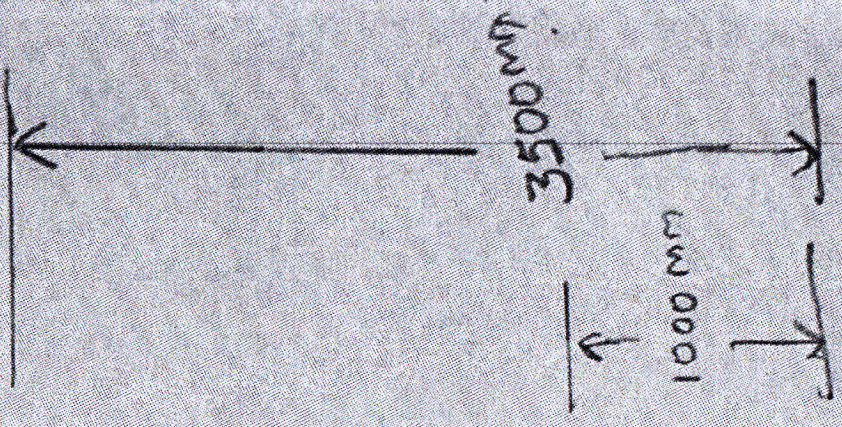
SIGNATURE OF THE "BIDDER" WITH SEAL

Place :

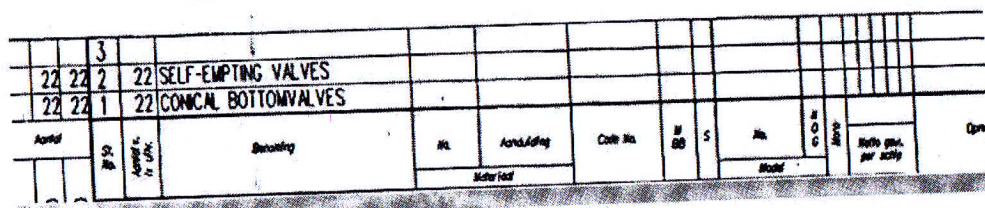
Date :



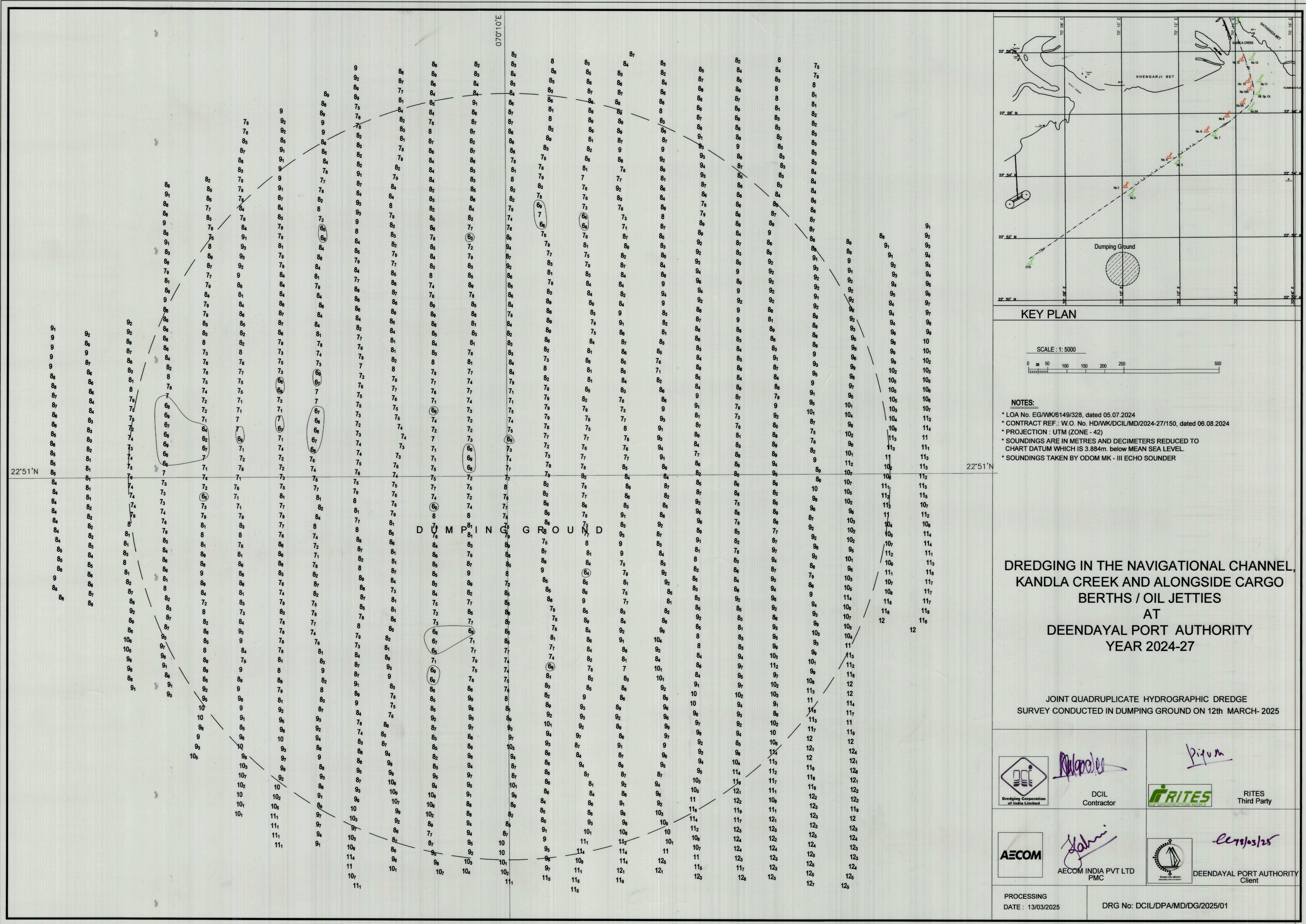
- 301
- 353
- 352
- 351
- 203











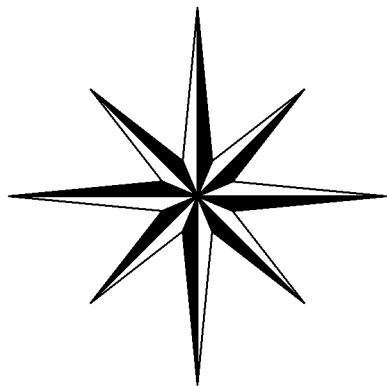


E 70-9.67

E 70-10.00

E 70-10.33

N



B1

B2

B3

B4

B5

B6

C1

C2

C3

C4

C5

C6

C7

C8

D1

D2

D3

D4

D5

D6

D7

D8

D9

D10

E1

E2

E3

E4

E5

E6

E7

E8

E9

E10

F1

F2

F3

F4

F5

F6

F7

F8

F9

F10

G1

G2

G3

G4

G5

G6

G7

G8

G9

G10

H1

H2

H3

H4

H5

H6

H7

H8

I1

I2

I3

I4

I5

I6

J1

J2

J3

J4

BOTTOM DOOR 8

Scale: 1 cm = 50.00 Meters

50 100 200 300 400 Meters

E 70-9.67

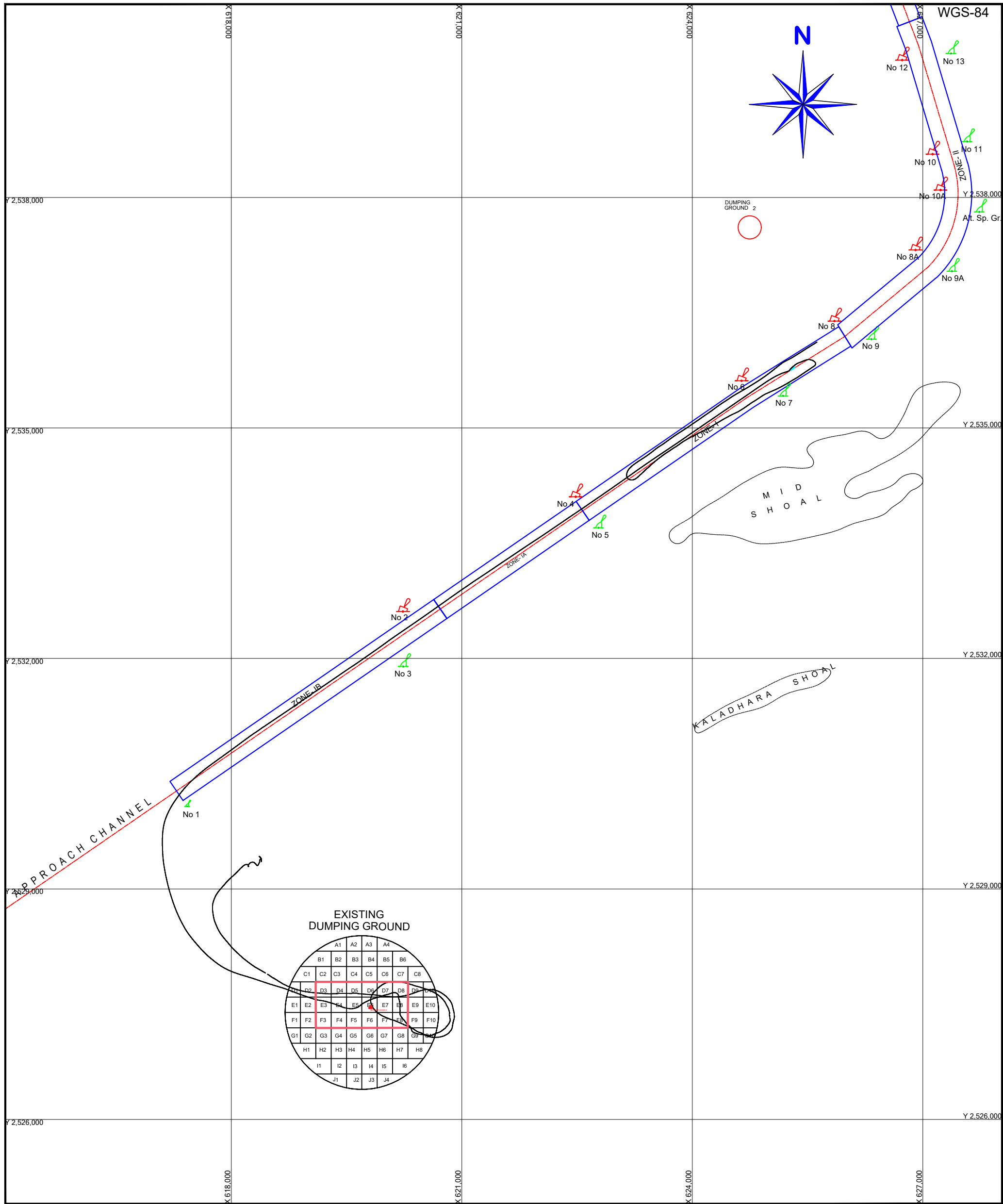
E 70-10.00

E 70-10.33

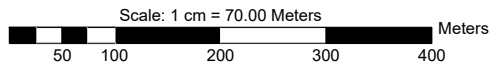
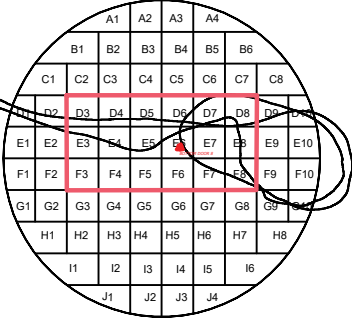
N 22-51.33

N 22-51.00

N 22-50.67



EXISTING DUMPING GROUND



Dumping Ground Coordinates 22°51.025374' N  
70°09.95847' E as provided by DPA.

CLIENT



DEENDAYAL PORT AUTHORITY

PMC

**AECOM**

AECOM INDIA PVT LTD

CONTRACTOR



DREDGING CORPORATION  
OF INDIA LIMITED