

**DREDGING CORPORATION OF INDIA LIMITED**

**DREDGE HOUSE, HB COLONY MAIN ROAD**

**SEETHAMMADHARA,**

**HEAD OFFICE VISAKHAPATNAM - 530 022**

**Tender No. DCI/FIN/INS/Transaction Advisors cum Brokers/2025**

**Date: 17.04.2025**

**TENDER**

**for**

**APPOINTMENT OF TRANSACTION ADVISOR CUM BROKERS FOR SELECTION OF  
INSURANCE COMPANY FOR HULL AND MACHINERY, P&I AND WAR RISK,  
MISCELLENEOUS AND ALL INSURANCE SERVICES OF DREDGING CORPORATION OF  
INDIA LTD.**

**(Bid no.....)**



**GM (FINANCE)**

**Dredging Corporation of India Ltd.,**

**Visakhapatnam**

Signature and Seal of the Tenderer

## DUE DATES

Availability of bids in GeM portal, CPP portal and DCI's websites for downloading	:	17.04.2025 to 14.05.2025
Last date for receipt of pre-bid queries by DCI from bidders through email	:	01.05.2025 upto 15:00 Hrs
Due date for uploading clarifications for pre-bid queries by DCI in GeM portal	:	05.05.2025
Due date for submission of bids in GeM portal	:	14.05.2025 upto 15:00 Hrs
Opening of Technical bids	:	at 15:30 Hrs on 14.05.2025

General Manager (Finance)  
Dredging Corporation of India Ltd.,  
Dredge House, H B Colony Main Road  
Seethammadhara, Head Office, Visakhapatnam – 530 022  
Andhra Pradesh (INDIA)  
Ph No. 0(+91)-891- 2871-257  
Email ID:insure@dcil.co.in

Signature and Seal of the Tenderer

## SECTION – I

### **INVITATION FOR BIDS (IFB) / NOTICE INVITING TENDER (NIT)**

Tender No. **DCI/FIN/INS/Transaction Advisors cum Brokers/2025**

**Date: 17.04.2025**

Dredging Corporation of India Limited, (A Consortium of 4 Major Ports Visakhapatnam Port, Deendayal Port, Jawaharlal Nehru Port & Paradip Port), are carrying out dredging works at various Major Ports. DCI intends to appoint Transaction advisor/brokers for Hull & Machinery, War Risk, P & I, Miscellaneous Insurance and other Insurances services for which e-tenders are being invited through GeM portal, in single stage two cover (**Technical & Financial**) bidding procedure with proven technical and financial capabilities, for the works mentioned below:

1.	Name of the Work	:	<b>APPOINTMENT OF TRANSACTION ADVISOR CUM BROKERS FOR SELECTION OF INSURANCE COMPANY FOR HULL AND MACHINERY, P&amp;I AND WAR RISK, MISCELLENEOUS AND ALL INSURANCE SERVICES OF DREDGING CORPORATION OF INDIA LTD.</b>
2.	Period of Contract	:	1 year from the date of issue of work order with a rollover option of two times of one year each at mutual consent basis with the same rates, terms and conditions of the tender.
3.	Earnest Money Deposit (EMD)	:	Rs.20,00,000/-
4.	Cost of Tender Documents	:	Rs.2,500/- plus GST
5.	Details of Bank Account for submission of EMD and Cost of tender documents	:	<p>M/s Canara Bank DCI Current AC No. 35833070000014 Branch name: DCI Ltd branch, HB Colony Main Road, Seethammadara, Visakhapatnam-530022 IFSC code – CNRB0013583</p> <p>(e-receipt to be uploaded along with technical bid).</p> <p>Remittance of Tender document cost &amp; EMD by NEFT/RTGS to DCI account shall be confirmed with <a href="mailto:treasury@dcil.co.in">treasury@dcil.co.in</a> and confirmation email shall be submitted along with the bid.</p> <p>In case of BG submission, the scanned copy of the BG shall be uploaded along with the Technical Bid.</p> <p>The original (hard copy) BG issued by any Nationalized/Scheduled Banks by GoI, payable at Visakhapatnam, shall reach GM Finance (DCI Head office) within 3 days of the from the opening date of Technical bid, failing which, bid will not be accepted.</p>

Signature and Seal of the Tenderer

6.	Availability of bids in GeM portal and DCI's websites for downloading	:	17.04.2025
7.	Last date for receipt of pre-bid queries by DCI from bidders through email	:	01.05.2025 upto 15:00 Hrs
8.	Virtual Pre-bid meeting for clarifications	:	05.05.2025
9.	Due date for submission of bids in GeM portal	:	14.05.2025 upto 15:00 Hrs
10.	Opening of Technical bids in GeM portal	:	at 15:30 Hrs on 14.05.2025

#### 11. Pre-Qualification Criteria:

Mandatory Prequalification (PQ) criteria (Applications/Bids shall be evaluated further only if they comply with all these criteria):

- The bidder must be an IRDA licensed Broker at least for the last 5 years in continuous operations in India as on the date of tender.
- Total premium handled in Marine Insurance (Hull & Machinery, P&I, War Risk and other miscellaneous insurance) for last 3 financial years (2021-22, 2022-23 and 2023-24) should be Rs.10 crores or above.
- Should have been functioning as a broker for last 3 years as on the date of this tender holding mandate of at least one Hull & Machinery, P&I, War Risk and other claims, and should have covered assets worth Rs.1,000 crores or above.
- Should have handled at least 2 PSUs with assets worth Rs. 1000 crores and above covered by marine insurance related to shipping/dredging companies during the last 3 years as on the date of tender.
- The bidder must have turnover of Rs. (20 Crores) (exclusively from insurance broking activities) for the last 3 completed financial years i.e. 2021-22, 2022-23 and 2023-24 as per duly audited financial statements to be submitted along with the bid.

Note: Valid Documentary evidence in support of the above, duly attested by the authorized signatory. Power of Attorney of the firm authorizing the signatory is to be attached, failing which the offer shall be summarily rejected.

#### 12. Downloading of Tender documents and Submission of bids:

This is a E-Tender and Interested eligible Tenderers to download the bid documents from thee-tendering website- Government e-Marketplace (GeM) portal.

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

- Any broker willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government – e – Marketplace (GeM) System.

Signature and Seal of the Tenderer

- ii. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.
- iii. Bids shall be submitted online only at GeM Portal. Manual bids shall not be accepted. Tenderer /broker are advised to follow the instructions provided in the 'Instructions to Bidders' for the e-submission of the bids before proceeding with the tender.
- iv. If any of the intending bidders wishes to withdraw from participation in the bid, he / she can freely withdraw from the participation before scheduled date and time of closure of the bid submission.

DCIL reserves the right to cancel the bid without assigning any reason thereof.

Interested eligible Tenderers/Bidders to download the tender documents from the website- <https://gem.gov.in/> and <https://dredge-india.com>. The downloading of document shall be carried out strictly as per the provision provided on the website.

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

### **13.Power of Attorney:**

In case of signing the bid documents by a Representative, other than the Proprietor/Owner of the firm, Original Power of Attorney (PoA) duly notarized on Rs.100/- non-judicial stamp paper, along with letter of submission in a sealed cover shall be submitted at DCI Head Office in Original, before due date and time of the tender submission, shall be submitted at DCI Head Office. 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, duly self attested. Tenders without notarized Original Power of Attorney or any supportive document as above in case of owner/proprietor shall be considered irresponsive and are liable for rejection. PoA shall have the Specimen Signature(s) (must match with signatures in all the bid documents) of the authorized signatory.

Original PoA should be submitted in a closed envelope along with "Integrity Pact" and EMD in case of BG, super-scribed with Name of the Tendered work, before due date and time of the tender submission.

### **14.Integrity Pact:**

Integrity Pact (IP) 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 Original) to be executed on Rs.100/- non-judicial stamp paper by the bidder and should be submit the Originals at DCI Head office of Dredging Corporation of India Limited, in a closed envelope super scribed "Integrity Pact" along with Name of the Tendered work,, before due date and time of the tender submission. If Original hard copy is not submitted at DCI Head Office, such bid shall be liable for rejection. Integrity Pact would be implemented through either of the following Independent External Monitors (IEM) for this tender.

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

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

Signature and Seal of the Tenderer

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

**15.Price Bid:**

Bidders are advised to submit their Price Bid strictly as per the online based BoQ in line with the scope of work, layout, technical specifications, terms and conditions contained in the bid document

**16.Queries:**

Bidders may mail their bid related queries to the following e-mail IDs and contact at the following address for clarifications regarding tender conditions and replies for which will be uploaded in the GeM portal. Bidders are advised to visit GeM portal & DCI's website on frequent basis for any Addenda/ Corrigenda to the tender.

GM (Finance)  
Dredging Corporation of India Ltd.,  
Corporate Office, H B Colony Main Road,  
Seethammadhara, VISAKHAPATNAM – 530 022  
ANDHRA PRADESH (INDIA), Phone No. 91-0891—2871257

Email ID: [insure@dcil.co.in](mailto:insure@dcil.co.in)

**17.Mode of Submission of Bids:**

Tenderer shall submit their bid online only at GeM portal (website: <https://gem.gov.in>). Hard Copy submission shall not be considered for evaluation, except Originals of Integrity Pact (02 sets), PoA, EMD in case of BG and any other Original document as specified in the Tender. Tenderers are advised to follow the instructions provided in the Tender for submission of the bids online through the GeM portal. Aspiring Bidders are required to get enrolled/ registered on GeM portal well in advance, before participating in the tender to avoid last-minute rush/ server busy issues. All charges applicable in connection with preparation/ submission/award of this bid/ post-award, if any, shall be on the account of tenderer only.

**18.DCI Reserves the right:**

Notwithstanding anything stated anywhere in the tender, Dredging Corporation of India Limited reserves the right to:

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

General Manager (FIN)

Signature and Seal of the Tenderer

## **SECTION – II – INSTRUCTION TO BIDDERS (ITB)**

Online bids are invited by Dredging Corporation of India Ltd. (DCIL) in Single Stage-Two cover system for the work – **APPOINTMENT OF TRANSACTION ADVISOR CUM BROKERS FOR SELECTION OF INSURANCE COMPANY FOR HULL AND MACHINERY, P&I AND WAR RISK, MISCELLANEOUS AND ALL INSURANCE SERVICES OF DREDGING CORPORATION OF INDIA LTD.**

Other Documents mentioned at Stage-I: Technical Bid and Stage-II Financial Bid in ITB shall be uploaded within the prescribed date & time in NIT / Bidding Document in the GeM Portal only. Financial Bid / Price Schedule has to be submitted through GeM portal only.

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

- 1.1 This Invitation for Bids is open to Indian Insurance Brokers who are registered with IRDA who satisfy the conditions stipulated in the bid document.
- 1.2 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.

### **2. Disqualifications:**

Even if an applicant meets the eligibility criteria and/or Pre-Qualification Criteria (PQC), he shall be subject to disqualification if he is found to have:

- 2.1.1 made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- 2.1.2 records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the bidder, inordinate delays in completion, consistent history of litigation.
- 2.1.3 on account of currency of debarment by any Government agency;
- 2.1.4 no Bidder shall submit more than one Bid for the tender. The Bidder applying individually or as partnership firm or limited company shall not be entitled to submit another application either individually or as a member of any partnership or subsidiary firm/company as the case may be.

### **3. Cost of Bidding:**

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

- 3.1. **Content of Bidding Documents:** The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB)/Notice Inviting Tender (NIT), the Bidding Documents include:

- 3.1.1. Instructions to Bidders (ITB)
- 3.1.2. General Conditions of Contract (GCC)
- 3.1.3. Special Conditions of Contract (SCC)
- 3.1.4. Forms containing the following:
  - Bid Form
  - Price Schedule

Signature and Seal of the Tenderer

- Proforma For EMD Bank Guarantee
- Agreement form
- Performance Security Form

3.1.5. Qualification Requirements

3.1.6. Details of the personnel proposed for deployment along with relevant qualification.

3.1.7. Integrity pact

- 3.2. The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

**4. Clarification of Bidding Documents:**

- 4.1. A prospective bidder requiring any clarification on any of the bidding document may notify DCI by E-mail at DCI's address indicated in the Invitation for bid in no case later than the due date prescribed in the IFB. DCI's response on the bid related queries will be hosted in GeM portal on or before the date prescribed in IFB.
- 4.2. Corrigendum, if any, also shall only be hosted in the above said website. No press notification for any amendment/clarification will be issued. Bidders are advised to regularly visit both GeM portal and DCI's website to keep themselves updated on the above.

**5. Amendment of Bidding Documents:**

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

**6. Language of Bid:**

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

**7. Documents Comprising the Bid:**

- 7.1. The bid for the work will be based on two cover system (Part-I: Technical Bid and Part-II: Financial Bid (Price Bid)) as mentioned below:
- Technical Bid ; and
  - Financial/ Price Bid
- 7.2. The "Technical Bid" prepared by the Bidder shall comprise the following components:
- 7.2.1. A Bid Form except the Price Schedule completed in accordance with ITB Clause 9, Form 1.
- 7.2.2. A list of clients in hand/are being executed as on the date of submission of tender.
- 7.2.3. Audited balance sheet for the last three years for the years 2021-22, 2022-23 and 2023-24 and detailed list of man power that are proposed for deployment for the work.
- 7.2.4. Documentary evidence established in accordance with ITB Clause 12 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet

Signature and Seal of the Tenderer

for the last three years ending 31st March 2024 and Profit & Loss duly supported by ITR & GST returns.

- 7.2.5. Cost of tender deposit of Rs.2,500/- (non-refundable) in the form of e-Challan (e- receipt to be enclosed), without which bid is liable for summary rejection.
- 7.2.6. The requisite Earnest money deposit for Rs. 20,00,000/- (Rupees twenty lakh only) for participating in the tender in the form of e-Challan (e-receipt to be enclosed)/or in the form of Bank Guarantee furnished as per format provided at form no . In case of EMD submission in the form of BG, soft copy to be enclosed along with online bid submission. However, hard copy in original should reach on/before 3 days from the opening of technical bid without which the bid shall be rejected summarily.
- 7.2.7. Copy of PAN Number issued by Income Tax Authorities
- 7.2.8. Copy of GST Registration Certificate.
- 7.2.9. Copy of cancelled cheque
- 7.2.10. Copy of Registration with Provident Fund Authorities.  
Power of Attorney (PoA) on Rs.100/- non-judicial stamp paper, in favor of the person authorized to sign the tender document. Notarized Original copy of Power of Attorney shall be sent to DCI to reach before due date without which bid is liable for rejection. PoA shall have the “Specimen Signature” of the person being authorized to sign in order to verify the signatures on the bid documents (Form 7).
- 7.2.11. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
- 7.2.12. The tenderer will have to give a certificate that he is not related to any officer of DCI or any officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The Contractor should give a declaration along with his tender about the names of the relatives, who are employed with DCI. (Annexure-I)
- 7.2.13. The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid. (Annexure-II)
- 7.2.14. The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid (Annexure-II).
- 7.2.15. The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved (Annexure-III).
- 7.2.16. Vendor Code Creation form (Annexure –IV)
- 7.2.17. Details of personnel (experts and specialists in their respective areas of expertise and managerial/support staff) engaged by the bidder for the work, along with the supportive documents & certificates. (Form 6).
- 7.2.18. Downloaded/Purchased Tender Document duly signed & stamped on all the pages by tenderer.
- 7.2.19. The bidders should sign and submit “Integrity Pact” (02 sets) to be executed between the bidder and DCI in a separate envelope super scribed “Integrity Pact” before due date and time of the tender. Bids not accompanied by a duly signed “Integrity Pact” on Rs.100/- non-judicial stamp paper shall be liable for rejection. Original of said Integrity Pact (02 sets) shall be submitted along with Technical Bid (Cover-A), without which bid is liable for rejection. (Annexure –V)

- 8. DCI reserves the right if not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the bidder will be rejected.

Signature and Seal of the Tenderer

## **9. Bid Form:**

The Bidder shall complete the Bid Form (Form 1) except the Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 7.2.1 of ITB, duly sign and upload the same online in the “Technical Bid”.

## **10. Bid Prices:**

The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and upload the “rates/ file” online in the “Financial Bid/Price Bid (BOQ)”.

## **11. Bid Currencies:**

Tender is in Indian Rupees only.

## **12. Documents Establishing Bidder's Eligibility and Qualifications:**

- 12.1. Pursuant to Clause 7 of ITB & Pre-qualification criteria, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. Tenderer can access tender documents on the website, fill them with all relevant information and upload the completed tender/bid document through GeM portal only.
- 12.2. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to DCI's satisfaction that the Bidder has the financial & technical, capability and competency necessary to perform the contract as per Qualification Requirements in Annexure. All bid documents as per tender requirement, including tender document, corrigenda/ addenda if any, should be attested with sign & seal of the bidder (all the pages) and are to be uploaded online at tender portal and no documents will be accepted offline as per Clause No.15 of IFB. Bidder not submitting any of the required documents will be liable for rejection.

## **13. Earnest Money Deposit (EMD):**

- 13.1. The Earnest money is required to protect DCI against the risk of Bidder's conduct, which would warrant the earnest money forfeiture, pursuant to Clause No.13.4 of ITB.
- 13.2. The earnest money deposit submitted by way of bank guarantee shall be valid for thirty (30) days beyond the validity of the bid.
- 13.3. Any bid not secured in accordance with ITB Clauses 13 will be rejected by DCI as non-responsive, pursuant to ITB Clause 21.
- 13.4. Unsuccessful bidders' earnest money deposits will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DCI, pursuant to ITB Clause 14, without interest. In case of successful bidder, same shall be refunded not later than 30 days after submission of requisite Performance Security & execution of Contract Agreement by the bidder. The Earnest Money Deposit shall not carry any interest.
- 13.5. The earnest money deposits may be forfeited:
  - 13.5.1. If a Bidder:
    - 13.5.1.1. Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form,  
or
    - 13.5.1.2. Does not accept the correction of errors pursuant to ITB Clause 21
  - 13.5.2. In the case of a successful Bidder, if the Bidder fails: or
    - 13.5.2.1. To sign the contract in accordance with ITB Clause 25; or
    - 13.5.2.2. To furnish performance security in accordance with ITB Clause 26.

Signature and Seal of the Tenderer

- 13.6. For availing the benefits of MSME, all the participating bidders must be registered under MSME acts & relevant provisions in relevant trade/business and the proof of the same shall be submitted along with Bid to the extent as per the Government of India notifications in this regard.

**14.Period of Validity of Bids:**

- 14.1. The Tenderer should keep open the validity of the Bid for 90 days from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by email by DCI is made before the expiry of the initial validity period of 90 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 14.2. In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 13 shall also be suitably extended.

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

- 15.1. The Technical Bid containing all requisite enclosures are to be uploaded in pdf format under “Technical Bid” duly signed along with official seal.
- 15.2. The Financial Bid / Bill of Quantity (BOQ) containing only bid rates and amounts against the service are required to be uploaded under “Financial/ price Bid / Bill of Quantity (BOQ).
- 15.3. Both the above bids are to be uploaded at a time on or before the due date and time specified in the IFB. Tenderer should ensure that his tendered amount as per Financial/ price Bid/ Bill of Quantity (BOQ) are not mentioned in any other document directly or indirectly.
- 15.4. If any of the bids are not uploaded properly as required by GeM portal, the said bids cannot be decrypted/opened by DCI and hence the bids cannot be considered. In such cases, DCI will assume no responsibility and hence the bidders shall take proper care and ensure that their bids are properly uploaded with all the requisite documents.

**16. Deadline for Submission of Bids:**

- 16.1. Online Bids must be uploaded in GeM portal specified under Invitation for Bids (IFB), not later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for DCI, the bids will be received up to the appointed time on the next working day.
- 16.2. DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**17. Late Bids:**

Any bid received by DCI after the deadline for submission of bids prescribed by the DCI, pursuant to ITB Clause 15.4 due to reason as mentioned in ITB Clause 16.2, will be rejected.

**18. Modification of Bids:**

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

Signature and Seal of the Tenderer

**19. Clarification of Bids:**

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

**20. Preliminary Examination:**

- 20.1. DCI will examine the Technical Bid to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order, in line with the pre-qualification criteria given in IFB/NIT.
- 20.2. DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 20.3. Prior to the detailed evaluation, pursuant to ITB Clause 19, DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 13), Applicable Law, and Taxes and Duties (GCC Clause 16), Performance Security (GCC Clause 4) and Force Majeure (GCC Clause 14) will be deemed to be a material deviation. DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder. Further, non-submission of duly signed Tender document & non-furnishing of cost of Tender document also shall be deemed to consider as material deviation.
- 20.4. If a bid is not substantially responsive, it will be rejected by DCI and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

- 21. Evaluation and Comparison of Bids:** Evaluation of price bid is based on weightage as per PQ criteria listed in IFB and assessment criteria as below:

**ASSESSMENT CRITERIA**

	Name of the Organization	
	Address of the Corporate Office	
	Name of the CEO/Principal Officer	
	Email ID & Phone Number	
	Category of License issued by IRDA	Direct General / Composite
	Details of Policies managed and expertise in handling such policies other than reinsurance. (Domestic/international)	All signed by CEO/Principal officer

Signature and Seal of the Tenderer

S. No	Parameter	Documents Required	Maximum Weightage	Scoring pattern
1	The bidder should be holding a valid Direct Composite broking license granted by IRDA as on 31.03.2025 without any break in renewal	Attach proof of accreditation with IRDA (IRDA License Copy)	10	
2.	Average Turnover of the bidder should be INR 20 cr for the last 3 financial years i.e., 2021-22, 2022-23, 2023-24 based on audited balance sheet	Copies of the audited balance sheet for the last 3 financial years attested by a Chartered Accountant	10	
3.	Dedicated in-house executives/staff dealing with Marine Insurance (H&M, P&I, War Risk) (no. of employees)	Attach CA certificate with valid UDIN	10	
4.	Total number of full time executive employees working with the insurance Broker handling Marine Insurance (H&M, P&I, War Risk) for the past 5 years	Please provide a declaration signed by Authorized Signatory	5	
5.	Total number of full time executives with at least 5 years of insurance/broking Company experience.	With names and background - duly signed by the CEO/ Authorized Signatory	5	
6.	No of PSUs or Govt. Organizations or Central / State Govt. Undertakings or Private Organizations covered by insurance as a direct / reinsurance brokers in the last 5 years	Attach list of clients and supporting documents (Mandate/ Policy copy)	5	

Signature and Seal of the Tenderer

7.	Has there been any blacklist on the performance of the bidder during the last 3 years by any Government Undertaking/PSU (State/Central) as on date/or have you ever been penalized by IRDA/Government Authority.	Please provide a declaration signed by the authorized signatory. (CEO/ Principal Officer)	5	
8.	<p>Total claims relating to Marine insurance realised with insurers in PSUs during the last 3 years ending 31.03.2024</p> <p>The policies covered under this category are:</p> <p>a) H&amp;M and War Risk Insurance  b) P&amp;I Insurance  c) Fire &amp; special perils policy  d) Burglary policy  e) Special contingency &amp; electronic equipment policy (IT assets)  f) Transit Insurance policy (OCN &amp; OPL)  g) Special Contingency policy  h) Group Personal accident policy  i) Personal Accident policy  j) Directors &amp; Officers liability policy</p>	Attach documentary evidence (policy copy) along with self-declaration of and duly signed by Authorized Signatory	10	
9.	<p>No. of policies serviced by the bidder during the last 3 years ending financial year 31.03.2024</p> <p>The policies covered under this category are:</p> <p>a) H&amp;M and War Risk Insurance  b) P&amp;I Insurance  c) Fire &amp; special perils policy  d) Burglary policy  e) Special contingency &amp; electronic equipment policy (IT assets)  f) Transit Insurance policy (OCN &amp; OPL)  g) Special Contingency policy</p>	Attach documentary evidence (policy copy) along with self-declaration of and duly signed by Authorized Signatory	10	

Signature and Seal of the Tenderer

	h) Group Personal accident policy i) Personal Accident policy j) Directors & Officers liability policy			
10.	Total old claims settlement prior to entering of brokerage tender of the client.	Attach documentary evidence (policy copy) along with self-declaration of and duly signed by Authorized Signatory	5	
11.	Presentation, Approach and Methodology	At DCI, Visakhapatnam	25	
<b>Total</b>			<b>100</b>	

Note:

- All declarations should be on Company's letter head duly signed by Authorized Signatory with Company Stamp. CA certificate to mention UDIN.
- Broking experience of bidder will only be considered and no weightage will be given for its Group Company or Parent Company experience. Documentary evidence in support of the above mentioned selection criteria is to be submitted with the bid document, duly attested by the Principal Officer/ Authorized Signatory of the Broker.
- Experience only in India has to be considered for all criteria.
- APPOINTMENT OF TRANSACTION ADVISOR CUM BROKERS FOR SELECTION OF INSURANCE COMPANY FOR HULL AND MACHINERY, WAR RISK, P&I, MISCELLANEOUS INSURANCE AND OTHER INSURANCE SERVICES OF DREDGING CORPORATION OF INDIA LTD. will only be based on the points obtained by the applicant(s) as per the assessment criteria above.
- DCI reserves the right to accept/reject any offer either in full or in part without assigning any reasons whatsoever.
- In case any declaration made is found to be incorrect, the agreement will be terminated forthwith without prejudice.

Evaluation of Financial Proposal:

Bidders having scored 60 Marks out of 75 marks will be eligible to "Presentation, Approach and Methodology".

The work will be awarded to the bidder whose bid has been determined to be responsive to the bidding documents and who has obtained maximum marks.

- Bidders having scored 60 Marks out of 75 marks (Sr.1 to 10) will be eligible to "Presentation, Approach and Methodology" and will be intimated two days before.
- The work will be awarded to the bidder whose bid has been determined to be responsive to the bidding documents and who has obtained maximum marks.
- The Selected Applicant shall be the first ranked Applicant (who has Maximum Marks in Sr.No.10) and work will be awarded accordingly.

Signature and Seal of the Tenderer

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

Contract period is one year from the date of issue of work order with a rollover option of two times of one year each at sole discretion of DCI with the same rates, terms and conditions of the tender. Period of extension/curtailment and decision in the matter will be final, binding on the Contractor and will not be subject to the Arbitration.

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

**23.Right to Accept Any Bid and to Reject Any or All Bids:**

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

**24.Notification of Award:**

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

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

**25.Signing of Contract:**

At the same time as DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with DCI at his cost within 10 (Ten) days after receipt of work order.

**26.Performance Security**

Within 10 (Ten) days of the receipt of notification of award from DCI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement of ITB Clause 25 & 26 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

**27.Corrupt or Fraudulent Practices**

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

27.1. 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 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 DCI of the benefits of free and open competition;

27.2. DCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

27.3. DCI 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.

Signature and Seal of the Tenderer

27.4. Furthermore, Bidders shall be aware of the provision stated in ITB Clause.

**28.General:**

- 28.1. Bid Documents are not transferable.
- 28.2. The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 28.3. All Signatures in the Document may be dated.
- 28.4. All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 28.5. Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- 28.6. All correspondences must be made to General Manager (Finance) Dredging Corporation of India Ltd., Head Office, HB Colony Main Road, Seethammadhara, Visakhapatnam-530 022.

\*\*\*\*\*

Signature and Seal of the Tenderer

## **SECTION – III – GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Definition:**

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

- DCI/DCIL “Corporation” means the Dredging Corporation of India Limited (DCIL).
  - “MD & CEO” means the Managing Director and Chief Executive Officer of DCIL.
  - “RGM,” means the Regional General Manager.
  - “PIC/ PM” means The Project Manager
  - “PO” means the Project Office
  - “The Contract” means the agreement entered into between DCIL and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
  - “The Contractor” means the individual or firm or company supplying the Services under this Contract and named in Scope of work.
  - “The Services” means all of the services, which the Contractor is required to be provided to DCIL under the Contract.
  - “GCC” means the General Conditions of Contract contained in this section.
  - “SCC” means the Special Conditions of Contract contained in this tender
  - “TS” means the Technical Specifications contained in this tender
  - “Day” means calendar day.
  - “DCIL” means Dredging Corporation of India Limited
  - “Month” means the English calendar month.
  - “Singular/Plural” Word importing the singular only, also includes the plural and vice- verse where the context so requires.
- “The heading /Marginal Notes” in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

### **2. Standards**

The services provided under this contract shall conform to the “SCOPE OF WORK” (SCC Clause 1).

### **3. The Contract & General Obligations of Contractor:**

#### **3.1. Applicability of Laws on the Contract:**

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

- 3.1.1. The Indian Contract Act, 1872
- 3.1.2. The Employees Compensation Act, 1923
- 3.1.3. The Minimum Wages Act, 1948
- 3.1.4. The Contract Labour (Regulation & Abolition) Act, 1970.
- 3.1.5. The Indian Arbitration and Conciliation Act (1996)

#### **3.2. Contractor to Execute Contract Agreement:**

Within 10 (Ten) days of receipt of work order, the Contractor shall, at his own expense, enter into and execute a Contract Agreement in Duplicate, to be prepared by him in the form annexed hereto.

Signature and Seal of the Tenderer

Until such Contract Agreement is executed, the other documents referred to in the definition of the term “Contract” here in before, shall collectively be the Contract.

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

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

**4. Performance Security:**

- 4.1. The proceeds of the Performance Security shall be payable to DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 4.2. A sum equal to Rs.50,00,000 shall be deposited by the contractor by e-payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Form-5. Bank Guarantee shall be valid till the completion of the contract including extended period if any, plus 60 days thereafter.
- 4.3. The same will be returned after completion of work duly certified by Bank Guarantee is submitted against Performance Security, it should be valid till the completion of the contract including extended period if any, plus 60 days thereafter.
- 4.4. The performance security will be discharged by DCI and returned to the Contractor not later than 60 days following the date of completion of the Contractor’s performance obligations, under the Contract upon submission of “No Dues - No Claim” by the Contractor.
- 4.5. Performance security and retention money will not carry any interest.

**5. Prices:**

No fees payable.

**6. Change Orders:**

DCI may, at any time by a written order or an email give to the Contractor, make changes within the general scope of the Contract for the services to be provided by the Contractor.

**7. Assignment:**

The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract except with DCI prior written consent.

**8. Sub-Contractor :**

The Contractor shall not subcontract any part of the work without written permission from DCI.

**9. Delays in the Contractor’s Performance:**

- 9.1. The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by DCI.
- 9.2. If at any time during performance of the Contract, the Contractor or its service providers should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify DCI in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Contractor’s notice, DCI shall evaluate the situation and may at its discretion extend the Contractor’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

Signature and Seal of the Tenderer

**10.Termination for Default:**

DCI without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:

- i) If the Contractor fails to perform any other obligation(s) under the Contract.
- ii) If the Contractor, in the judgment of DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
  - “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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 DCI of the benefits of free and open competition.

**11.Termination for Insolvency:**

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

**12.Termination for Convenience:**

DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for 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 one week will be given. Contractor shall be paid for the works executed as on date of Termination.

**13.Liquidated Damages/Penalty:**

Subject to Clause 14 of GCC, if the Contractor fails and/ or for any delay to perform any Services (including mobilization) within the period(s)/ timeline specified in the Contract, DCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages/penalty, a sum equivalent to 0.5% per week or part thereof, of the contract value subject to maximum of 10% for any delay in completion of work beyond the specified timelines of contract. If the Liquidated damages reaches maximum of 10%, the contract can be rescinded/ terminated in line with Clause 9.2 of GCC.

**14.Force Majeure:**

14.1 Notwithstanding the provisions of Clauses 9, 13 of GCC, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

14.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of DCI in contractual capacity, wars or revolutions, fire, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes. In the event of Force Majeure continues for a period of 28 days, either party may then give notice of termination that shall take effect 7 days after giving of the notice.

14.3 In case of force majeure, extension time shall be granted for the approved “Force majeure” period.

Signature and Seal of the Tenderer

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

**15. Settlement of Disputes/ Arbitration clause:**

15.1 If any dispute or difference of any kind whatsoever arises between Contractor and DCI in connection with or arising out of the Contract Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Departmental Resolution Committee nominated by Chief General Manager / Managing Director of DCI will try to resolve the dispute in an amicable way with the consent of DCI Management.

15.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Contractor or DCI 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.

15.3 Arbitration and Conciliation Act-1996: Each party shall appoint an arbitrator and Arbitrators so appointed shall appoint a third Arbitrator who shall be the Presiding Arbitrator and the award of Arbitrators shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996). The Arbitrators shall give a reasoned award within six months from the date of the appointment of the 3rd Arbitrator. The contract shall be governed by Indian Laws. The dispute arising out or under the contract will be subject to the exclusive jurisdiction of the Courts at Visakhapatnam only.

15.4 The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof.

15.5 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.

15.6 Further, the Arbitrator/ Arbitral Tribunal are precluded from awarding any interest for the pre-reference period and pendente lite period. The cost of Arbitral Tribunal will be borne equally by both parties. The Legal expenses including, but not limited to Advocate's professional fees, will be borne by the respective parties only.

**16. Governing Language:**

The contract shall be written in English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English only.

**17. Applicable Law:**

The Contract shall be interpreted in accordance with the laws of India.

**18. Compliance with Statutory Requirements:**

The contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Indian Employees Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the

Signature and Seal of the Tenderer

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, DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, DCI shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which DCI is required or called upon to pay or reimburse on behalf of the contractor.

**19. Employment of Relatives:**

The bidder shall enclose a certificate that "he/she is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Shipping, Government of India". The bidder shall also furnish a declaration along with his tender enclosing the names of the relatives who are employed in DCI.

**20. Notice to Contractor:**

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of DCI enlisted Contractor to the address as appearing in DCI Records or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor if it is sent through email. Contractor shall not change his email ID from what he has notified in the Vendor Code Creation Form and DCI shall not be responsible for any consequences for any change of email ID by the Contractor.

**21. Taxes and Duties:**

The contractor shall pay all taxes, levies, duties, etc. and GST applicable to this service 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.

**22. Notices:**

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

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

**23.** The tenderer shall have to give a Certificate that the tenderer had not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid.

**24.** The tenderer shall have to give a Certificate that the Contractor shall disclose any payments made or proposed to be made to any intermediaries (Agents, etc) in connection with the bid.

**25.** If the contractor abandons the contract or fails to commence the work without valid reasons or unable to maintain sufficient progress as per the agreed program, DCI may after giving 7 days' notice in writing to

Signature and Seal of the Tenderer

the contractor, carry out the remaining work in full or part as deemed necessary at the cost and risk of the contractor. The cost incurred due to the contractor's default as above or any other sum pending/to be recovered, will be deducted/ recovered from any payment/ sum due or becomes due to the contractor from this contract or from any other contract without prejudice to any other method of recovery.

**26.** Contractor will be allowed to work 24 x 7 on all days subject to labour laws.

\*\*\*\*\*

Signature and Seal of the Tenderer

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

### **1. SCOPE OF WORK:**

#### **(A) Pre- Placement Activities :-**

- a. Review of all existing insurance Policies:
- b. Cost optimisation measures
- c. Validation and forecasting of premium
- d. Industry feedback of Insurance Companies and TPAs
- e. Collection of insurance details from DCI w.r.t. insurance policies, last 5 years claim details/claim ratio, Asset details etc.
- f. Coordination and liaising with four public sector insurance companies for participation.
- g. Data collection of claims for the last 5 years of DCI.
- h. Data checking and validation for sourcing premium terms.
- i. Management presentations.
- j. Suggesting improvement thereon and executing the same during renewal of Insurance Policies.

#### **(B) Placement Activities :-**

- a. Preparing notes and framing insurance Tendering documents and finalizing the terms & conditions thereof including but not limited to (a) Coverage, including add-on coverage (b) Excess (Monetary / Time) (c) Period of indemnity (d) Policy wordings, (e) Policy clauses and warranties. This should be in line with laid down procedures of DCI including applicable CVC guidelines.
- b. Inviting bids from Government insurance (PSU) companies licensed to operate in India and evaluation of qualified bidders.
- c. Preparing comparative financial statement of insurance bids-both Technical and Financial.
- d. Providing assistance in negotiating and finalizing the Terms & Conditions of insurance contract by optimizing cost, cover, security and quality of service in accordance with laid down procedures.
- e. Scrutinizing the wordings of the final policy document in line with the best International practices, to protect DCI's interests in regards to claim settlement.

#### **(C) Post Placement Activities :-**

- a. Assisting in issuance of Insurance Policies to DCI with reduced premium and sufficient required cover.
- b. Claims Management:
  - 1) Coordinating and ensuring realization of all claims.
  - 2) Assisting in speedy realization of premium refund claims.
  - 3) Coordinating with Insurance Companies, Surveyors etc. for prompt settlement of claims.
  - 4) Coordinating with insurers for immediate intimation and survey.
  - 5) Documentation of claim. The broker has to arrange all documentation from DCI's Offices/vessels for lodging claims.
  - 6) Resolving various queries of insurers / surveyors during claim processing.
  - 7) Guidance in relation to interpretation of policy wordings/conditions, warranties, Deductibles etc. during claims processing.
  - 8) To arrange for submission of monthly report on claim settlement position and pending issues.

#### **(D) Miscellaneous Services:-**

- a. Assisting DCI in taking any new insurance Policy(ies).
- b. Keeping DCI, informed of the latest IRDA regulations and guidelines.
- c. Advising DCI, from time to time, on developments in the insurance industry having impact on the company.

Signature and Seal of the Tenderer

**2. Provident Fund Contributions:**

- a. The bidder shall process an independent PF Code number obtained from the PF Commissioner concerned and submit the photocopy of the same along with the tender. If the same is not submitted with the tender the bidder shall obtain the same and produce to DCI before the issue of the work order.
- b. An undertaking / declaration on the firm's letter head, duly signed with office seal by the authorized signatory of the firm shall be submitted in case of non-applicability of PF Registration for the firm.
- c. The contractor shall be deemed to have inspected acquainted himself with the scope of work, weather conditions and other local conditions before tender submission.

**3. Contract Period:**

The engagement empanelment of insurance intermediary(ies) by DCI will be 1 year from the date of issue of work order with a rollover option of two times of one year each at at sole discretion of DCI with the same rates, terms and conditions of the tender. In case, DCIL is not satisfied with the performance of the broker, DCI reserves the right to terminate the Contract with a 7 days' notice.

**4. Failure of the Contractor (Risk & Cost):**

If the contractor abandons the contract or fails to commence the work without valid reasons or is unable to maintain sufficient progress as per the agreed programme, or no replacement is made by the contractor within reasonable time and work completion gets delayed or there is failure of the contractor to supply the service within stipulated time as per DCI supply order, or loss or damage is suffered by DCI or its clients, DCI may give 7 days' notice to rectify the works. If the rectification of said work is not to the satisfaction of DCI shall be carried out at the risk and cost of the contractor.

The contractor and his employees should strictly follow precautionary measures for any epidemic/pandemic and shall comply central/state rules & regulations pertaining with any other epidemic/pandemic.

**5. Confidentiality:**

The Advisor shall maintain strict confidentiality of all documents, information, and reports collected or generated during the course of the engagement. Disclosure of any such information to third parties without written consent from DCIL will lead to termination of the contract and legal action.

**6. Conflict of Interest:**

The Advisor shall provide an undertaking that it has no conflict of interest and is not directly or indirectly associated with any insurance company that may participate in the selection process.

**7. Liability:**

The Advisor shall be liable for any losses suffered by DCIL due to errors, omissions, or negligence in performance of the services under the contract.

Signature and Seal of the Tenderer

**8. Sub-contracting:**

Sub-contracting or assignment of the contract, in whole or part, is strictly prohibited without prior written approval of DCIL.

**9. Key Personnel Deployment:**

The advisor must nominate a dedicated team led by a senior executive with a minimum of 5 years' experience in Marine Insurance.

**10. Penalties and Liquidated Damages:**

- a. Delay in submission of key deliverables beyond agreed timelines will attract an LD of 1% per week or part thereof of the claim amount subject to a maximum of Rs. 50 lakhs for each case.
- b. Failure to assist in finalization of insurance may lead to termination and blacklisting from future DCIL tenders.

Signature and Seal of the Tenderer

## SECTION V – FORMS

### Notes on Sample Forms

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

Signature and Seal of the Tenderer

**FORM 1 -BID FORM**

Date:

To:

The Dredging Corporation of India Limited,  
Dredge House, HB Colony Main Road,  
Seethammadhara, Visakhapatnam – 530 022.

Dear Sir/Madam,

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

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

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

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

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

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

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

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

\_\_\_\_\_

[signature]

\_\_\_\_\_

[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

Signature and Seal of the Tenderer

**FORM NO. 2–PRICE SCHEDULE**

**PRICE BID / BILL OF QUANTITIES (BOQ)**

Name of the work: **APPOINTMENT OF TRANSACTION ADVISOR CUM BROKERS FOR SELECTION OF INSURANCE COMPANY FOR HULL AND MACHINERY, P&I AND WAR RISK, MISCELLENEOUS AND ALL INSURANCE SERVICES OF DREDGING CORPORATION OF INDIA LTD.**

S.No.	Description	Unit	Quantity	Unit Rate in Rs.	Amount (in figures & words) in Rs.
	<b>APPOINTMENT OF TRANSACTION ADVISOR CUM BROKERS FOR SELECTION OF INSURANCE COMPANY FOR HULL AND MACHINERY, WAR RISK , P&amp;I, MISCELLENEOUS INSURANCE AND OTHER INSURANCE SERVICES OF DREDGING CORPORATION OF INDIA LTD.</b>	-	-	-	-

Signature and Seal of the Tenderer

**FORM 3 - BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

Bank Guarantee No:

Date:

To

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

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

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

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
  - 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 submit the Performance Security /execute the Agreement.

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

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2025

For

\_\_\_\_\_  
(Indicate Name of the Bank)

Signature and Seal of the Tenderer

## **FORM 4 - CONTRACT AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN

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

AND

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

WHEREAS the “Employer” is desirous of the works of “.....” invited vide NIT No. ...., and the Contractor has offered to execute the works of “.....”

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
  - The Work Order No.
  - The Contract Agreement
  - The Letter of Acceptance
  - The Tender submitted by the Contractor
  - Instructions to Tenderer
  - Conditions of Contract
  - 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.

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

Signature and Seal of the Tenderer

Signed and sealed by:

CONTRACTOR

DCI

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Seal:

Seal:

In presence of the Witness

Signature:

Signature:

Name:

Name:

NOTE: "The Employer" in the contract agreement means DCI.

Signature and Seal of the Tenderer

**FORM 5 -BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**

Bank Guarantee No.

Date:

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

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

Signature and Seal of the Tenderer

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2025

For

\_\_\_\_\_  
(Indicate Name of the Bank)

Signature and Seal of the Tenderer

**FORM 6 - QUALIFICATION REQUIREMENTS**

Sl. No.	Particulars of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Assignments
					Name of Firm	Employed since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

**1. Technical Qualification:**

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

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

**2. Financial Qualification:**

The bidder should furnish Audited balance sheet for the last three years as required under Clause 7.2.3 of ITB.

**3. The bio data of man power to be submitted as required under Clause 7.2.3 of ITB.**

Signature and Seal of the Tenderer

### **FORM 7- POWER OF ATTORNEY**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr/Ms. .... son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for “APPOINTMENT OF TRANSACTION ADVISOR CUM BROKERS FOR SELECTION OF INSURANCE COMPANY FOR HULL AND MACHINERY, WAR RISK, P&I, MISCELLENEOUS INSURANCE AND OTHER INSURANCE SERVICES OF DREDGING CORPORATION OF INDIA LTD.” proposed to be developed by Dredging Corporation Of India Ltd.(the “Company”) including but not limited to signing and submission of all applications, proposals and other documents and writings and providing information/ responses to the Company, representing us in all matters before the Company, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Company in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Company.

AND,

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

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF ....., 2025

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

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

Signature and Seal of the Tenderer

## **UNDERTAKING REGARDING EPF AND ESI REGISTRATION**

(To be furnished on India Non-Judicial Stamp Paper worth Rs. 200/-)

I/We, M/s. .... (Name & address of the Tenderer) solemnly affirm and undertake that I/We knew that the contract employees, employed in or in connection with activities of Dredging Corporation of India Ltd are covered under the EPF & MP Act, 1952 and ESI Act, 1948 and Code Numbers are allotted by the respective statutory authorities and contributions are paid in respect of them.

Whereas the employees employed by M/s..... (Name & address of the Tenderer) are excluded under Section 2 (f) of the Employees Provident Fund Scheme, 1952 and are drawing wages more than statutory limit prescribed for enrolling under the EPF scheme. Similarly the employees employed are drawing wages more than the statutory limit prescribed under section 2(9) of the ESI Act also.

Now I/We shall undertake that if the statutory limit for enrolment under the said scheme and Act are enhanced we will pay the entire amount due to the statutory organizations under the EPF & MP Act, 1952 and ESI Act, 1948. I/We shall submit the details of wages of the employees to Dredging Corporation of India Ltd for verification.

I/We further undertake that we shall indemnify Dredging Corporation of India Ltd from any claim and/or any actions arising thereof under both the above scheme and Act and shall take full responsibility for all the consequences arising in this regard.

**SIGNATURE OF THE BIDDER**

Signature and Seal of the Tenderer

## **ON COMPANY LETTER HEAD**

### **CHECK LIST FOR TECHNICAL BID**

1. A Bid Form except the Price Schedule
2. A list of works tendered for and in hand/being executed as on the date of submission of tender.
3. A detailed list of manpower and their qualification who are proposed for deployment of the work.
4. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of:
  - a) Audited balance sheet for the last three years;
  - b) Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:
    - Brief description of the work.
    - List of equipment deployed.
    - Contract amount.
    - Time limit for completion.
    - Whether the work has been completed within the stipulated time.
    - Whether any liquidated damages have been levied.
5. Cost of tender deposit in form of e-challan
6. Earnest money deposit in the form of e- challan or Bank Guarantee.
7. PAN Number, GST registration certificate, Cancelled Cheque, Registration with Provident Fund Authorities and Vendor Registration Form
8. Power of Attorney on non-judicial stamp paper, in favour of the person authorized to sign the tender document.
9. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
10. Copies of original certificates of registration etc. of the firm
11. Information regarding (i) any relation to an officer of Employer or in Ministry of Shipping, (ii) any current litigation in which the tenderer is involved and (iii) any payment to any person connected with the bid process.
12. Vendor Form
13. Downloaded/ Purchased Tender Document duly signed with office seal on all the pages by tenderer.
14. Integrity Pact: The Integrity Pact has been included to the subject Tender and is to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 2 (Two) as per the Form prescribed in this tender. This Integrity Pact will form part of the Tender Document.

Above is only indicative checklist. All documents as per tender are to be submitted in the bid.

Signature and Seal of the Tenderer

**ON COMPANY LETTER HEAD**

Annexure -I

To:

The Dredging Corporation of India Limited,  
Dredge House, HB Colony Main Road,  
Seethammadhara, Visakhapatnam – 530 022

Sir,

Sub: **APPOINTMENT OF TRANSACTION ADVISOR CUM BROKERS FOR SELECTION OF INSURANCE COMPANY FOR HULL AND MACHINERY, P&I AND WAR RISK, MISCELLLENEOUS AND ALL INSURANCE SERVICES OF DREDGING CORPORATION OF INDIA LTD.– Reg.**

A. With reference to your Tender No. DCI/FIN/INS/Transaction Advisors cum Brokers/2025 dated: 17.04.2025 and as per Clause No.7.2.12 of ITB of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Ports, Shipping and Waterways, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Limited.

‘or’

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Thanking you,

Yours faithfully,

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

Signature and Seal of the Tenderer

**ON COMPANY LETTER HEAD**

Annexure -II

To:

The Dredging Corporation of India Limited,  
Dredge House, HB Colony Main Road,  
Seethammadhara, Visakhapatnam – 530 022

Sir,

Sub: **APPOINTMENT OF TRANSACTION ADVISOR CUM BROKERS FOR SELECTION OF INSURANCE COMPANY FOR HULL AND MACHINERY, P&I AND WAR RISK, MISCELLANEOUS AND ALL INSURANCE SERVICES OF DREDGING CORPORATION OF INDIA LTD.– Reg.**

A. With reference to your Tender No. DCI/FIN/INS/Transaction Advisors cum Brokers/2025 dated: 17.04.2025 and as per Clause No. 7.2.13 of ITB of Contract, we hereby undertake that, we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and we have not committed any offence under the Prevention of Corruption Act in connection with the bid.

and,

B. As per Clause No.7.2.14 of ITB of Contract, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Signature and Seal of the Tenderer

**ON COMPANY LETTER HEAD**

Annexure –III

To:

The Dredging Corporation of India Limited,  
Dredge House, HB Colony Main Road,  
Seethammadhara, Visakhapatnam – 530 022

Sir,

Sub: **APPOINTMENT OF TRANSACTION ADVISOR CUM BROKERS FOR SELECTION OF INSURANCE COMPANY FOR HULL AND MACHINERY, P&I AND WAR RISK, MISCELLLENEOUS AND ALL INSURANCE SERVICES OF DREDGING CORPORATION OF INDIA LTD.– Reg.**

A. With reference to your Tender No. DCI/FIN/INS/Transaction Advisors cum Brokers/2025 dated: 17.04.2025 and as per Clause No.7.2.15 of ITB of Contract, we hereby certify that, we do not have any current litigation with any party/firms.

‘or’

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Thanking you,

Yours faithfully,

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

Signature and Seal of the Tenderer

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

Signature and Seal of the Tenderer

### **Integrity Pact Form**

#### **Instructions for Execution of this Integrity Pact**

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

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

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

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

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

Note: The word DCI 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)

Signature and Seal of the Tenderer

**Rs.100/- Non-judicial Stamp Paper**

**INTEGRITY PACT**

**Between**

**Dredging Corporation of India Limited (DCIL) hereinafter referred to as**

**“The Principal”,**

**And \_\_\_\_\_**

**Hereinafter referred to as "The Bidder/Contractor"**

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract(s) for the tender No. DCI/FIN/INS/Transaction Advisors cum Brokers/2025 dated: 17-04-2025. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s)

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

**Section 1 – Commitments of the Principal:**

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any of the person or firm, offer promise or give to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the execution of the contract.

Signature and Seal of the Tenderer

- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission, or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of Foreign Principals, if any. Further details as mentioned in the “Guidelines of Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the India Agent/ representative have to be in Indian Rupees only.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.

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

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

### **Section 4 – Compensation for Damages.**

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

### **Section 5 – Previous Transgression.**

- 1. The Bidder shall declares that no previous transgressions occurred in the last three with any other company in any country confirming to the anti-corruption approach or with any Public Sector Undertakings/Enterprises in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Signature and Seal of the Tenderer

## **Section 6 – Equal treatment to all Bidders/ Contractors/ Subcontractors.**

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

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

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

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

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

Signature and Seal of the Tenderer

## Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Contractor 08 Months after the last payment under the contract, and for all other Bidders 08 months after the contract has been awarded.
2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Chairman of DCIL.

## Section 10 – Other provisions.

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

(For & On behalf of Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place :

Place :

Date :

Date :

Witness 1 :

Witness 1 :

Name & Address

Name & Address

Witness 2 :

Witness 2 :

Name & Address

Name & Address

Signature and Seal of the Tenderer