



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5801844  
Dated/दिनांक : 09-01-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-02-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-02-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Ports, Shipping And Waterways
Department Name/विभाग का नाम	Dredging Corporation Of India Limited
Organisation Name/संगठन का नाम	Dredging Corporation Of India Limited
Office Name/कार्यालय का नाम	Dredge House Port Area Visakhapatnam
क्रेता ईमेल/Buyer Email	hodmktg.dci@nic.in
Item Category/मद केटेगरी	Custom Bid for Services - Chartering of TSHD for Maintenance Dredging in Hooghly Estuary Primarily in the Shipping Channel Leading To Haldia Dock Complex
Similar Category/समान श्रेणी	<ul style="list-style-type: none"><li>Support Services</li></ul>
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	908 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

<b>Bid Details/बिड विवरण</b>	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	302400000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	1512000

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	9

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के

दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

General Manager (Business Development)  
Dredge House, H B Colony Main Road, Seethammadhara, Visakhapatnam - 530022  
(Dredging Corporation Of India Limited)

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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**Details of the Competent Authority for MSE**

Name of Competent Authority	MD and CEO
Designation of Competent Authority	MD and CEO
Office / Department / Division of Competent Authority	Dredging Corporation of India Limited
CA Approval Number	DCI/MKTG/SMPK/TSHD/2025
Competent Authority Approval Date	09-01-2025
Brief Description of the Approval Granted by Competent Authority	Since the subject dredging work is specialised work, competent authority has accorded approval for not relaxing the pre-qualification / eligibility criteria for any bidder including MSME.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the

estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Scope of Work:**[1736427024.pdf](#)

**Payment Terms:**[1736427066.pdf](#)

**GEM Availability Report ( GAR):**[1736427080.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1736427460.pdf](#)

**Custom Bid For Services - Chartering Of TSHD For Maintenance Dredging In Hooghly Estuary Primarily In The Shipping Channel Leading To Haldia Dock Complex ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Chartering of TSHD for Maintenance Dredging in Hooghly Estuary Primarily in the Shipping Channel Leading To Haldia Dock Complex
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Ramesh Babu Moodavath	530022,Dredging Corporation of India, Dredge House, H B Colony Main Road, Seethammadhara, VISAKHAPATNAM	1	N/A

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws /**

**acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**

**DREDGING CORPORATION OF INDIA LIMITED  
DREDGE HOUSE, H.B. COLONY MAIN ROAD  
SEETHAMMADHARA,  
VISAKHAPATNAM - 530022**

**e-TENDER**

**Tender No. DCI/SMPK/TSHD/2025**

**Date: 09.01.2025**

**CHARTERING OF TSHD FOR MAINTENANCE DREDGING IN HOOGLHY  
ESTUARY PRIMARILY IN THE SHIPPING CHANNEL LEADING TO  
HALDIA DOCK COMPLEX**





Contents

DUE DATES:	6
SECTION –I- INVITATION FOR BIDS (IFB)/ NOTICE INVITING TENDER (NIT)	7
1. Name of Work .....	7
2. Estimated Cost.....	7
3. Period of Contract.....	7
4. Mobilization Period .....	7
5. Earnest Money Deposit .....	7
6. Cost of Tender Documents .....	7
7. Bank Account for submission of Tender Cost/ EMD .....	7
8. Availability of Bids in GeM portal and Employer’s website for downloading .....	7
9. Last date for receipt of pre-bid queries by Employer from bidders.....	7
10. Pre-bid meeting scheduled on .....	7
11. Date of uploading clarifications for pre-bid queries by DCI in GeM portal.....	8
12. Due date for submission of bids in GeM portal .....	8
13. Opening of Technical bids on line GeM portal .....	8
14. Pre Qualification Criteria: .....	8
Pre-Qualification Criteria:	8
15. Participation as a Joint Venture (JV): .....	9
16. Conflict of Interest: .....	12
17. Restrictions under Rule 144(xi) of the General Financial Rules (GFR), 2017:.....	12
18. Indian Flagged Vessel: .....	12
19. E-Tender .....	12
20. Integrity Pact (IP) .....	13
21. Power of Attorney .....	14
22. Hard copies .....	14
23. Price Bid.....	14
24. Queries.....	14
25. DCI Reserves the right.....	14
SECTION – II- INSTRUCTIONS TO BIDDERS (ITB)	15
A. Introduction .....	15
1. Eligible Bidders .....	15
2. Cost of Bidding .....	15
B. Bidding Documents.....	15
3. Content of Bidding Documents .....	15
4. Clarification of Bidding Documents .....	16
5. Amendment of Bidding Documents .....	16
C. Preparation of Bids.....	16
6. Language of Bid .....	16
7. Documents Comprising the Bid (to be uploaded in GeM) .....	16
8. Bid Form .....	18





9.	Bid Prices	18
10.	Bid Currencies	18
11.	Bidder's Eligibility and Qualifications	18
12.	Earnest Money Deposit (EMD)	21
13.	Period of Validity of Bids	21
14.	Format and Signing of Bid	22
D.	Submission of Bids .....	22
15.	Separate Bids Viz. Technical Bid and Financial Bid/ Bill of Quantities:	22
16.	Deadline for Submission of Bids	22
17.	Late Bids:	22
18.	Modification of Bids	22
E.	Opening and Evaluation of Bids .....	23
19.	Clarification of Bids	23
20.	Preliminary Examination	23
21.	Evaluation and Comparison of Bids.	23
22.	Contacting the Employer/ Dredging Corporation of India Ltd. (DCI)	23
F.	Award of Contract.....	24
23.	Post –qualification	24
24.	Award Criteria	24
25.	Right to Vary Period of Contract at Time of Award	24
26.	Right to Accept Any Bid and to Reject Any or All Bids	25
27.	Notification of Award	25
28.	Signing of Contract	25
29.	Performance Security	25
30.	Corrupt or Fraudulent Practices	25
31.	Punitive Provisions:	25
32.	General	26
	GENERAL CONDITIONS OF CONTRACT PART I .....	27
	GENERAL CONDITIONS OF CONTRACT PART II.....	27
	GCC PART II – CONDITIONS OF PARTICULAR APPLICATION .....	27
	GENERAL CONDITIONS OF CONTRACT PART III -ADDITIONAL CLAUSES:	29
1.	General	29
2.	Application	29
3.	Standards	29
4.	The Contract & General Obligations of Contractor	29



4.1.	Applicability of Laws on the Contract	29
4.2.	Contractor to Execute Contract Agreement	29
4.3.	Interpretation of Contract Document – Engineer’s Power	30
4.4.	Contractor Cannot Sub-let the Work	30
4.5.	Contractors’ Price is Inclusive of All Costs.	30
4.6.	Safety	30
4.7.	Contractor to Supervise the Works	30
4.8.	Damages	30
4.9.	Fossils, Treasures, Troves etc. are EMPLOYER’s property	30
5.	Indemnity	31
6.	Performance Security	31
7.	Insurance	32
8.	Payment:	32
9.	Prices	32
10.	Change Orders	33
11.	Contract Amendments	33
12.	Assignment	33
13.	Subcontracts	33
14.	Delays in the Contractor’s Performance.	33
15.	Liquidated Damages	33
16.	Termination for Default	34
17.	Force Majeure	35
18.	Governing Language:	36
19.	Applicable Law	36
20.	Compliance with Statutory Requirements:	36
21.	Taxes and Duties	36
22.	Income Tax Deduction/Tax deducted at source:	36
23.	Employment of Relatives:	36
24.	Notice to Contractor	37
25.	Notices	37
SECTION – IV -SPECIAL CONDITIONS OF CONTRACT (SCC)		38
1.	Scope of Work: .....	38
2.	Payment Terms .....	39
3.	Measurement of Volume of dredged materials .....	40



4.	Hydrographic Surveys .....	41
5.	Disposal Tolerances.....	41
18.	Bunkering and Fresh Water .....	42
19.	Temporary Works, Office, Jetty, etc. ....	42
20.	Environmental Control .....	42
21.	Performance Security .....	42
22.	Price Variation Clause .....	43
23.	Settlement of Disputes / Arbitration Clause.....	43
24.	Compliance with Statutory Requirements.....	43
25.	Provident Fund Contributions: .....	44
26.	Notices (GCC Clause 25) .....	44
27.	Wreck removal.....	44
28.	Integrity Pact .....	45
SECTION - V TECHNICAL SPECIFICATIONS		46
SECTION - VI SAMPLE FORMS		47
Notes on the Sample Forms .....		47
Form No. 1: Bid Form		48
Form No. 2. PRICE SCHEDULE		49
Form No. 3A. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT		51
Form No. 3B. INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT		52
Form No. 4: FORM OF CONTRACT AGREEMENT		54
Format for Contract Data		56
Form No. 5: FORM OF BANK GUARANTEE		58
Form No. 6: Qualification Requirements		60
Form No. 7: (A) Details of the Trailer Suction Hopper Dredger proposed for Deployment		61
Form No. 7: (B) Details of the Dredger (s)/Craft(s) proposed for Deployment		62
Form No. 8: Declaration by the Bidders		63
SECTION - VII CHECK LIST FOR TECHNO-COMMERCIAL BID		64
SECTION - VIII DRAWINGS		65
Annexure-I–PROFORMA – Declaration of Relatives .....		66
Annexure-II -PROFORMA- Confirmation of having not made any payment .....		67
Annexure-III – PROFORMA –Historical Contract Non-Performance, Pending litigation and Litigation History .....		68
Annexure –IV - VENDOR CODE CREATION FORM.....		70
Annexure V - INTEGRITY PACT .....		71
Annexure VI - Format for Power Of Attorney for Lead Member of Joint Venture.....		77
Annexure VII – Joint Bidding Agreement .....		79



Ref: DCI/SMPK/TSHD/2025

Date: 09.01.2025

**e-TENDER FOR**  
**CHARTERING OF TSHD FOR MAINTENANCE DREDGING IN HOOGHLY ESTUARY**  
**PRIMARILY IN THE SHIPPING CHANNEL LEADING TO HALDIA DOCK COMPLEX**

**DUE DATES:**

Availability of Bids in GeM portal and Employer's websites for downloading	:	09.01.2025 to 07.02.2025 upto 1500 Hrs.
Last date for receipt of pre-bid queries by Employer from bidders.	:	22.01.2025 upto 1800 Hrs.
Pre-bid meeting scheduled on	:	23.01.2025 at 1500 Hrs. through Webex link: <a href="https://dcil21.webex.com/meet/dotsectt">https://dcil21.webex.com/meet/dotsectt</a>
Date of uploading clarifications for pre-bid queries by DCI in GeM portal	:	24.01.2025
Due date for submission of bids in GeM portal	:	07.02.2025 upto 1500 Hrs.
Opening of Technical bids on line GeM portal	:	at 1530 Hrs. on 07.02.2025 in GeM portal at DCIL, HO.

General Manager (BD)  
Dredging Corporation of India Ltd.,  
Dredge House, H B Colony Main Road  
Seethammadhara, Visakhapatnam – 530 022  
Andhra Pradesh (INDIA)  
Ph No. (+)91-891- 2871-209/ 333  
Mob: +91-99498 25222  
E-mail ID: [hodmktg@dcil.co.in](mailto:hodmktg@dcil.co.in)

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

Ref: DCI/SMPK/TSHD/2025

Date: 09.01.2025

Electronic tenders (e-tenders) in the prescribed proforma are invited by Dredging Corporation of India Limited (DCI/ DCIL/ Employer) through Government e-Marketplace (GeM) portal, in single stage two cover bidding procedure [Techno Commercial Bid and Financial Bid] from experienced, resourceful and bonafide dredging firms with proven technical and financial capabilities for the work mentioned below:

<b>1. Name of Work</b>	:	Chartering of TSHD for Maintenance Dredging in Hooghly Estuary Primarily in the Shipping Channel Leading To Haldia Dock Complex
<b>2. Estimated Cost</b>	:	Rs. 30.24 Crore (excluding GST)
<b>3. Period of Contract</b>	:	6 months and can be extendable at same rates, terms & conditions for a further period of 6 months at sole discretion of Employer
<b>4. Mobilization Period</b>	:	30 days from the date of work order.
<b>5. Earnest Money Deposit</b>	:	Rs.15,12,000/- (Rupees fifteen lakh and twelve thousand only). The above EMD shall be paid through e-payment/ Bank Guarantee/ Insurance Surety Bond. Bank details for e-payment are per details given below. In case of BG/ Insurance Surety Bond submission, original (hard copy) shall reach the Employer (DCI Head office) on or before the due date and time of bid submission, failing which, bid will not be considered for evaluation.
<b>6. Cost of Tender Documents</b>	:	Rs.5,900/- (Rupees five thousand nine hundred only) including GST (Non-refundable) in the form of e-challan (copy to be uploaded along with technical Bid)
<b>7. Bank Account for submission of Tender Cost/ EMD</b>	:	Bank Name: CANARA BANK DCI Current account No. 35833070000014 Branch Name: DCI LTD., H B Colony Main Road, Seethammadhara, Visakhapatnam – 530022. IFSC/ RTGS No: CNRB0013583. (e-receipt to be uploaded along with Technical bid). Remittance of Tender document cost & 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.
<b>8. Availability of Bids in GeM portal and Employer's website for downloading</b>	:	09.01.2025 to 07.02.2025 upto 1500 Hrs.
<b>9. Last date for receipt of pre-bid queries by Employer from bidders.</b>	:	22.01.2025 upto 1800 Hrs.
<b>10. Pre-bid meeting scheduled on</b>	:	23.01.2025 at 1500 Hrs. through Webex link: <a href="https://dcil21.webex.com/meet/dotsectt">https://dcil21.webex.com/meet/dotsectt</a>



11. Date of uploading clarifications for pre-bid queries by DCI in GeM portal	:	24.01.2025
12. Due date for submission of bids in GeM portal	:	07.02.2025 upto 1500 Hrs.
13. Opening of Technical bids on line GeM portal	:	at 1530 Hrs. on 07.02.2025 in GeM portal at DCIL, HO.

#### 14. Pre Qualification Criteria:

##### Pre-Qualification Criteria:

The pre-qualification criteria has been fixed on the estimated tender value.

1. The eligible bidder (Indian firms / Indian JV only) should have successfully completed similar works during the last seven years, ending December 2024 (i.e. last day of month previous to the one in which tenders are invited) as follows:
  - a. Three similar completed works each costing not less than the amount of Rs.12,09,60,000/-, exclusive of GST.  
**OR**
  - b. Two similar completed works each costing not less than the amount of Rs.15,12,00,000/-, exclusive of GST.  
**OR**
  - c. One similar completed work costing not less than the amount of Rs.24,19,20,000/-, exclusive of GST.
2. Average Annual financial turn over during the last 3 years ending 31<sup>st</sup> March 2024 should be at **least Rs.9,07,20,000/-**, exclusive of GST.

Note:

i) The Bidders are required to submit experience of having successfully completed similar works in INR (Indian Rupees) only. Where the Bidder has received consideration in a foreign currency for similar works, details of which need to be submitted to fulfill the Pre-Qualification Criteria shall be converted into INR (Indian Rupees) for ease of reference of the Employer. For conversion into INR (Indian Rupees), the conversion rates available on the website of the Reserve Bank of India at the end of the day prior to the submission of Bid Documents shall have to be adopted. Provided the reference date falls on a non-working day or public holiday, the rates as on the last working/ business day prior to submission of the Bid Documents shall be adopted.

ii) In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

iii) Submission of copies of work order / letter of award and agreement alongwith work completion certificate from the client on its letterhead is mandatory.

iii) An Indian firm shall be a company registered under the companies Act 1956 engaged in dredging work and having dredgers under Indian flag or vessels registered as Indian controlled tonnage ships in accordance with DGS order No.10 of 2014.



iv) The Bidder shall submit necessary TDS (Tax deduction certificate) against the executed works as per work completion certificates proposed to meet the pre-qualification criteria.

v) If any firm is having running contract but partially completed period is meeting the above amount of eligibility criteria as on end December 2024, then the firm can also participate in the tender. In such case, the bidder shall submit partial completion certificate from the Client.

3. The bidder shall possess by Absolute Ownership / Disponent Ownership/ Charter /Hire at least one **Trailing Suction Hopper Dredger (TSHD) of Minimum Capacity of 4500 Cum and capable of working safely at different dredging areas and speed not less than 10 knot.**

In case of chartering the dredgers, an “Irrevocable Letter of Authority” from the Owner of the dredger shall be produced by the bidder to the effect that the dredger so chartered shall not be withdrawn till completion of dredging work. However, the employer shall not entertain any consequential third-party claims whatsoever on account of the above LoA/Agreement between the bidder and the charterer.

The dredgers must be registered as ‘Hopper Dredger’. Dredgers must be registered either under Inland Vessel Act, 2021 or under Merchant Shipping Act, 1958 and must have valid registration certificate from the designated authority under Inland Vessel Act, 2021 or MMD under Merchant Shipping Act, 1958.

Dredgers must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021 or MMD under Merchant Shipping Act, 1958. Valid Survey Report by Indian Register of Shipping (IRS) or any other classification society will also be considered valid.

The above valid certificates as on date of submission of bid shall be submitted with the technical bid.

\* Similar works means capital or maintenance dredging works carried out in ports and/or rivers using cutter suction dredgers and/or trailing suction hopper dredgers, De-siltation of Reservoirs & canals/ Khal, Port Operations / Port Infrastructure works / Agency / Manning services, Chartering of Dredgers.

Note: The above PQ Criteria supersedes the criteria mentioned in the GeM Bidding Report, if any.

### **15. Participation as a Joint Venture (JV):**

- 15.1 All member bidders of the JV bidder must be registered as Indian companies.
- 15.2 A JV Bidder shall not comprise of more than 2 (two) Bidders. The lead member shall have minimum share of 51% and all the JV members together shall have 100% shareholding.
- 15.3 In case a Bid is submitted by a Joint Venture (“JV Bidder”), the Lead Member of such JV Bidder shall provide (for itself and on behalf of the constituent members) or ensure the following:
- a) The Lead Member of the JV Bidder shall submit certificates from practicing chartered accountants and/or its statutory auditor (if applicable) to the Employer (as part of the Bid Documents) certifying due compliance of the Lead Member’s qualifications, as stated in Clauses 14 and 15.4;



- b) Each member Bidder of the JV Bidder shall also submit certificates from practicing chartered accountants and/or their respective statutory auditor (if applicable) to the Employer (as part of the Bid Documents) certifying due compliance of the respective member Bidder's qualifications.
- c) All joint venture agreements, technical collaboration agreements, financing agreements, etc. ("JV Bid Documents") which shall ensure that all member Bidders of the JV Bidder shall remain jointly and severally liable for implementation of the Works.
- d) The JV Bid Documents shall explicitly set forth the scope and responsibilities of all the members of the JV Bidder in terms of financial and technical commitments/contribution.
- e) Each member Bidder of the JV Bidder should be responsible to obtain their distinct security clearances from the Government of India, if required and shall be subject to the same set of restrictions as provided therein.
- f) Authorization in favour of the Lead Member of the JV Bidder shall be evidenced by a power of attorney duly signed by the members of the JV Bidder as per the format enclosed in the Tender Document.
- g) The JV Bidder shall constitute a committee which shall be primarily responsible for all liaison activities with the Employer and other regulators during the bidding process and tenure of the Works.
- h) The JV Bid Documents and the terms thereof shall remain valid and irrevocable for the entire term of the Works and also for an additional period of one year from completion of the Tender Period.
- i) The members of a JV Bidder shall have demonstrated to the satisfaction of the Employer their respective financial soundness and adequacy of equipment, fleet, cash and cash equivalents to perform their respective obligations under the Tender, if awarded.
- j) The members of the JV Bidder shall be jointly and severally responsible to obtain all licenses, clearances, registrations, grants, approvals, concessions, permits, etc., in connection with their performances under the Tender and all compliances and obligations under such licenses, clearances, registrations, grants, approvals, concessions, permits, etc., shall also be the jointly and severally responsible of the members of the JV Bidder.
- k) The members of the JV Bidder shall jointly and severally indemnify and keep indemnified the Employer from any losses arising out of or in connection with their performances under the Tender and/or the Award of the Tender.
- l) The members of the JV Bidder shall undertake that no dispute inter se between them shall cause any stoppage or cessation of work under the Tender, if awarded. In case of recurring disputes between the members of the JV Bidder resulting in delay in timelines of the Works, the Employer reserves the right to call for substitution of the Contractor, i.e., the JV Bidder who has been selected for the Works.
- m) None of the members of a JV Bidder should have been blacklisted by any Governmental or Regulatory Authority and none of members of the JV Bidder should be subject or have been subject to proceedings under anti-corruption laws, anti-dumping laws, trade laws and anti-foreign sanction laws and/ or has been involved in (on currently involved in) proceedings pertaining to bid rigging and cartelisation.
- n) Documents for and on behalf of members of a JV Bidder shall be submitted by the duly authorized Lead Member and it shall be the responsibility of the Lead Member alone to purchase/ legally procure the Tender Document for and on behalf of the members of the JV Bidder.





- o) It is clarified that an unsuccessful Bidder or any member of an unsuccessful JV Bidder shall not participate directly/ indirectly in the Works in any manner whatsoever, after the Award of the Tender has been made in favour of the Contractor.

15.4 Technical & Financial Capability:

The Bidder (whether a JV Bidder or not) must satisfy Pre-Qualification Criteria as stipulated in Cl. 14 above and other eligibility conditions, as mentioned in the Tender Document.

15.5 Assessment of eligibility:

- a) In case of a JV Bidder, the Lead Member's credentials should contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria and each of the remaining members of a JV Bidder shall contribute towards more than 25% (twenty-five percent) of the Pre-Qualification Criteria. The Lead Member of the JV Bidder shall additionally fulfill the following criteria:
- i) The Lead Member shall be principally engaged in the business of capital and maintenance dredging and allied activities; and
  - ii) The Lead Member's credentials should contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria
- b) The Lead Member shall on behalf of itself and each of the Members of a JV Bidder, provide as part of the Bid Documents:
- i) A Power of Attorney as per format given at Annexure-VI, authorizing the Lead Member to act on behalf of the members of the JV Bidder;
  - ii) All information of the participant members in a JV Bidder, as applicable to a standalone Bidder;
  - iii) A statement of inter-se allocation of work and responsibilities between the members of the JV Bidder vis-à-vis the Works;
  - iv) A statement of overlapping responsibilities and work;
  - v) A list indicating the extent of third party dependency;
  - vi) A list of sub-contractors proposed to be engaged by the JV Bidder;
  - vii) Duly executed and stamped (with adequate stamp duty) a Joint Bidding Agreement (JBA) (substantiated in the form specified at Annexure-VII, for the purpose of submitting Tender;
  - viii) An undertaking to the effect that:
- A. Where a JV Bidder is declared to be the L1 Bidder, members of such JV Bidder must incorporate a joint venture entity or a special purpose vehicle, either as a limited liability partnership under The Limited Liability Partnership Act, 2008 or a company within the meaning of Companies Act, 2013, and such joint venture entity / special purpose vehicle shall be the Contractor for the purposes of the Works; Provided however that the members of such JV Bidder shall continue to be jointly and severally liable for the performance of the joint venture entity / special purpose vehicle under the Contract;
  - B. There shall not exist any agreement, contract, deed, memoranda, etc. inter se the members of the JV Bidder, other than the JV Bid Documents / JV Agreement covering all above points and the Project Documents to be submitted to the Employer;
  - C. No scope of work shall be sub-contracted to any Person suffering from "Conflict of Interest" or whose Bid has been rejected by the Employer;
  - D. No change in constitution or shareholding of the JV Bidder shall take place without prior written consent of the Employer; Further, no change in constitution or shareholding of the



JV Bidder shall be permitted till expiry of 3 (three) years from commencement of Tender Period.

- E. Each of the members of the JV Bidder shall continue to perform their obligations under the Project Documents regardless of any inter-se dispute or any dispute with the Employer, and such pending disputes shall not result in delaying, stoppage or cessation of Works;
- F. The members of the JV Bidder shall be jointly and severally liable to obtain necessary clearances, permissions, licenses, approvals, consents, no-objections, etc. as may be required for the Works;
- G. Each member of a JV Bidder shall obtain separate and distinct security clearances from the Government of India, if required and shall be subject to the same set of restrictions as provided therein;
- H. The members of a JV Bidder shall be jointly and severally liable to the Employer in connection with the Tender and the Works;
- I. The Employer shall have the right to call for substitution of the Contractor in case of recurring disputes between the members of the JV Bidder resulting in delay in the timelines of the Works or there being recurring events of default under the Project Documents.

**16. Conflict of Interest:**

Any Bidder found to have a Conflict of Interest shall be disqualified.

**17. Restrictions under Rule 144(xi) of the General Financial Rules (GFR), 2017:**

Bidders must comply with the requirements of Dept. of Expenditure (DOE) Order No. F.7/10/2021-PPD (1), dated 23.02.2023.

Dredgers proposed to be hired from land border sharing countries including China, Bangladesh, Pakistan, Nepal, Bhutan & Myanmar etc. shall not be considered.

Bidder in his bid shall submit a certificate stating that, "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**18. Indian Flagged Vessel:**

The dredger must be Indian Owned, Indian flagged, Indian manned and Indian controlled before commencement of work.

**19. E-Tender**

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:

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



- ii) The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.
- iii) Bids shall be submitted online only at GeM Portal. Manual bids shall not be accepted. Tenderer / Contractors are advised to follow the instructions provided in the 'Instructions to Bidders' for the e-submission of the bids before proceeding with the tender.
- iv) If any of the intending bidders wishes to withdraw from participation in the bid, he / she can freely withdraw from the participation before scheduled date and time of closure of the bid submission.
- v) DCIL reserves the right to cancel the bid without assigning any reason thereof.
- vi) The e-tender portal charges / registration charges / transaction charges / annual milestone charges or any applicable charges till completion of the work / finalization of payments / release of performance security or security deposit, etc. shall be borne by the respective successful / unsuccessful bidder and the then L1 bidder / H-1 bidder on whom the work order is placed. A link to the Revenue Policy of GeM Portal is placed below for ready reference of the bidders:

[https://assets-bg.gem.gov.in/resources/upload/shared\\_doc/gem-revenue-policy1\\_1690899325.pdf](https://assets-bg.gem.gov.in/resources/upload/shared_doc/gem-revenue-policy1_1690899325.pdf)

However, the above link is only for reference of bidders and bidders are advised to visit the GeM portal for all relevant payment conditions. The bidders are solely responsible for all such payments/ claims / grievances related to e-tender (GeM) Portal. Employer / DCIL shall not entertain any claim in this regard.

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

## 20. Integrity Pact (IP)

Integrity Pact shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract though an appropriate provision. The bidders should sign and submit "Integrity Pact" (02 sets) to be executed to DCI on or before the due date and time of bid submission, in a closed envelope superscribed "Integrity Pact" along with Name of the Tendered work. If Original hard copy is not received within the stipulated time, such bid shall be liable for rejection. IP would be implemented through either of the following Independent External Monitors (IEM) for this tender.

1. Shri. Kishore Kumar Sansi,  
B-301, Badhwar Apartments, Sector-6,  
Plot No. 3, Dwarka,  
West Delhi-110075  
Mobile: +91-9686009000  
Email- [kishoresansi@hotmail.com](mailto:kishoresansi@hotmail.com)
2. Shri. P. K. Dash, I.A.S. (Retd.)  
203, Subh Niwas, 12-13-548,  
Near Laharpur Dam, Bhopal  
Mobile: +91-9425011441,  
Email- [pkdash81@gmail.com](mailto:pkdash81@gmail.com)

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



## 21. Power of Attorney

Power of Attorney (PoA) duly notarized, alongwith letter of submission in a sealed cover shall be submitted at DCI Head Office in Original on or before the due date and time of the tender submission. Tenders without notarized power of attorney shall be considered irresponsive and are liable for rejection.

**Original PoA should be submitted to the tendering authority in a closed envelope along with “Integrity Pact” and EMD in case of BG, superscribed with Name of the Tendered work, on or before the due date and time of the tender submission, failing which, such bid shall be liable for rejection.**

## 22. Hard copies

Tenderers shall submit entire hard copy of the bid submitted online except EMD in case of BG, Integrity Pact, and Power of Attorney within 4 working days from the date of submission to this office. Financial/Price bid in hard copy should not be submitted.

## 23. 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 after going through the prevailing conditions at site. Financial/Price bid (Bill of Quantities) in the provided format is to be submitted through e-tendering mode only on GeM portal before due date and time of submission as above. Electronic bids received after the stipulated last date and time for receipt of bids, due to any reasons will not be allowed/considered and in such cases hard copy submitted, if any will be returned.

## 24. 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 GeM portal by this office within the due date specified in NIT.

General Manager (BD)  
Dredging Corporation of India Ltd.,  
Dredge House, H B Colony Main Road,  
Seethammadhara, Visakhapatnam – 530 022  
Andhra Pradesh (INDIA), PhoneNo.+91-891-2871209/333  
Mob: +91-99498 25222  
E-mail ID: [hodmktg@dcil.co.in](mailto:hodmktg@dcil.co.in)

## 25. DCI Reserves the right

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

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

General Manager (BD)



## **SECTION – II- INSTRUCTIONS TO BIDDERS (ITB)**

Online bids are invited by Dredging Corporation of India Ltd. (DCIL) in Single Stage-Two cover system for the work of “Chartering of TSHD for Maintenance Dredging in Hooghly Estuary Primarily in the Shipping Channel Leading To Haldia Dock Complex”.

### **A. Introduction**

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

- 1.1 This Invitation for Bids is open to Indian Dredging Contractors only who satisfy the conditions stipulated in the bid document.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 1.3 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Employer.
- 1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Employer or any other Government agencies /Employer’s Clients in accordance with ITB Clause 30.

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

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

### **B. Bidding Documents**

#### **3. Content of Bidding Documents**

- 3.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB)/Notice Inviting Tender (NIT), the Bidding Documents include:
  - a) Instructions to Bidders (ITB)
  - b) General Conditions of Contract (GCC)Part I, GCC Part II Conditions of Particular Application (COPA)& GCC Part III- Additional Conditions
  - c) Special Conditions of Contract (SCC)
  - d) Technical Specifications (TS)
  - e) Sample Forms containing the following:
    - Bid Form
    - Price Schedule
    - Proforma For Bank Guarantee for Earnest Money Deposit
    - Agreement Form
    - Performance Security Form
    - Qualification Requirements
    - Details of the dredgers proposed for deployment
    - 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 Employer by E-mail at the Employer's address indicated in the Invitation for bid in no case later than the due date prescribed in the IFB. Employer's response on the bid related queries will be hosted in GeM portal only. Prospective bidders may visit the site and understand the site conditions and based on the same to quote accordingly in the bid. 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 GeM portal & Employer'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, Employer may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- 5.2 The amendment will be hosted on above mentioned websites only. Respective bidders are requested to visit the website regularly.
- 5.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, Employer may, at its discretion, extend the deadline for the submission of bids.

### C. Preparation of Bids

#### 6. Language of Bid

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

#### 7. Documents Comprising the Bid (to be uploaded in GeM)

- 7.1 The bid for the work will be based on two cover system (Part-I: Techno Commercial Bid and Part-II: Financial Bid (Price Bid)) as mentioned below:
- ❖ **Techno Commercial Bid; and**
  - ❖ **Financial/ Price Bid**
- 7.2 The "Techno Commercial Bid" prepared by the Bidder shall comprise the following components:
- 7.2.1 A Bid Form except the Price Schedule completed in accordance with ITB Clause 8
- 7.2.2 A list of works tendered for and in hand/being executed as on the date of submission of tender.
- 7.2.3 A detailed list of vessels/ equipment available with the tenderer and which is proposed for deployment for the work under consideration including their specifications.
- 7.2.4 Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31<sup>st</sup> March 2024 and Profit & Loss duly supported by ITR & GST returns.
- 7.2.5 Cost of tender deposit in the form of e-Challan (e- receipt to be enclosed).
- 7.2.6 The requisite Earnest money deposit for Rs.1.0 Crore for participating in the tender in the form of e-challan (e- receipt to be enclosed)/ Bank Guarantee / Insurance Surety Bond furnished in accordance with ITB Clause 12.
- 7.2.7 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.



- 7.2.8 The bidders should sign and submit “Integrity Pact” (2 copies) to be executed between the bidder and Employer.  
**Note: The documents mentioned at 7.2.6, 7.2.7 and 7.2.8 must reach in Original to this Office on or before the due date and time of bid submission mentioned in tender document. In case, these documents are not received as per the said schedule, the tender so submitted shall not be opened.**
- 7.2.9 PAN Number issued by Income Tax Authorities and GST Registration Certificate.
- 7.2.10 Registration with Provident Fund Authorities.
- 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 Information regarding any current litigation in which the tenderer is involved.
- 7.2.13 Copies of original certificates of registration etc., of dredgers/ crafts proposed to be offered to Employer, including copy of the existing insurance policy covering H&M, crew, Third Party, wreck removal/oil pollution, war risk etc., pursuant to Clause 7 of GCC.
- 7.2.14 Copy of clear title of the ownership of the TSHD including but not limited to number, make, date of manufacture / acquisition, capacity and other requisite dredging spread proposed for deployment. If the tenderer is not the owner of the dredgers/ crafts, necessary documents in support of the authorization or lease granted by the owner of the dredgers/ crafts to the tenderer to offer and operate the dredgers/ crafts by the tenderer to execute the intended work. This authorization or lease shall be executed on a stamp paper duly notarized. If the equipment to be deployed is within group companies, letter from the group company confirming chartering of vessel may be considered and the letter to be notarized.
- 7.2.15 Proof of regulatory Compliance, if required for operating in waters of Port / IWAI.
- 7.2.16 The tenderer will have to give a certificate that he is not related to any officer of Employer (DCI) or any officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The Contractor should give a declaration along with his tender about the names of the relatives, who are employed with the Employer Dredging Corporation of India Ltd. **(Annexure-I)**
- 7.2.17 The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid. **(Annexure-II)**
- 7.2.18 The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid **(Annexure-II)**.
- 7.2.19 The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved **(Annexure-III)**.
- 7.2.20 Vender Code Creation form **(Annexure –IV)**
- 7.2.21 Declaration by the Bidders as per Form No. 8.
- 7.2.22 Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.
- 7.2.23 Contractor has to submit detailed methodology for completing the work in aforesaid period in line with Scope of work with bar chart along with tender submission.
- 7.2.24 Documentary evidence to establish that the proposed TSHD is efficient as under:
- a. It should be fitted with Draft and Loading Monitor (DLM) with print facility, which shall be operational throughout the contract period.
  - b. It should have efficient Dredge position control monitoring system consisting of DGPS with RTK, necessary software of capable of being loaded with survey data like Hypack/ Hysweep/Dredge pack or similar software.
  - c. It should have the capability to maintain a speed of not less than 10 knots.



Employer reserves its right to inspect dredgers/ crafts proposed for deployment and seek any other details/ documents to ascertain the competence of the tenderer. Suitability of the dredgers/ crafts as per tender conditions will be decided by Committee appointed to inspect dredgers/crafts. As per Committee report, if dredgers/crafts are not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.

## **8. Bid Form**

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

## **9. Bid Prices**

- 9.1 The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and upload the “rates/ file” online in the “Financial/ Price Bid.”
- 9.2 The bidder shall quote his prices only in Price Schedule furnished in the bidding document and upload it online in the Financial/ Price Bid (BOQ). The bidder should not indicate the prices anywhere directly or indirectly in the “Techno Commercial Bid.” Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid (BOQ) should not contain any counter conditions. Conditional tenders or tenders with counter conditions are liable for summary rejections. Rate shall be valid during entire contract period including extension, if any.

## **10. Bid Currencies**

- 10.1 Prices shall be quoted in Indian Rupees only.

## **11. Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. Tenderer can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender in GeM Portal.
- 11.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Employer's satisfaction that the Bidder has the financial & technical capability and competency necessary to perform the contract as per Qualification Requirements Form No.6 in Section VI. All documents as per tender requirement should be uploaded online at tender portal and only hard copy of online submitted documents should be forwarded within 4 working days from the due date of submission of bids. No additional document submitted offline, which is not uploaded online will be entertained. Bidder not submitting any of the required documents online will summarily be rejected.
- 11.3 The bidder should furnish the details of the CSD(s) / TSHD / any other equipment, proposed for hiring in Form No.7 (a) / (b) / (c) of Section VI of Sample Forms. Tenders and supporting documents should be uploaded through GeM portal.
- 11.4 The Bidders shall meet the following Qualification criteria: -
- 11.4.1 Bidders should be registered in India under the relevant acts/rules as a company, a partnership firm or a proprietary firm, a Government/ Semi-Government/ Autonomous Body. Bidders that are government owned entity in the Employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Employer.





- 11.4.2 The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 14 of NIT. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. In case the work was performed by the Bidder in a JV, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer/ Client of the main contractor.
- 11.4.3 Submission of copies of work order / letter of award and agreement alongwith work completion certificate from the client on its letterhead is mandatory.
- 11.4.4 Average Annual Turnover during the last three (03) years ending 31<sup>st</sup> March of the previous financial year should be as mentioned in Clause 14 of NIT. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.
- 11.4.5 Bidder should not have been debarred / blacklisted during the last three years. However, hiding of the facts or non-compliance by the Bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work with appropriate action as per terms & conditions of Contract, if information relating to debarment or blacklisting is brought to knowledge of the Employer even during the currency of the contract brought forward at a later stage.
- 11.4.6 The similar work experience of Parent company / Subsidiary / Sister Company of the Bidder shall not be considered unless the Parent company / Subsidiary / Sister Company is part of the JV participating in the Bid.
- 11.4.7 Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for proven breach by such Bidder.
- 11.4.8 The Bidder shall be income tax assessee and accordingly the Bidder shall submit copies of Form 26AS and Income Tax Return (ITR) filed by the Bidder for the last three financial years.
- 11.4.9
- i) The Bidder shall provide accurate information on the letter head and Annexure-III about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last seven years. A consistent history of court/arbitral awards against the Bidder may result in disqualifying the Bidder.
  - ii) The Employer shall exercise its discretion in evaluating the past performance and litigation, if any, of the bidders with SMPK / IWAI or any other Central / State / Statutory / Autonomous / Government organizations, etc. SMPK/IWAI/DCI reserves the right to satisfy itself and decide in the interest of the project and the organization as per extant Government guidelines.
  - iii) The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

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

Bidder eligibility Criteria			Compliance Requirements				
No	Subject	Requirement	Single Entity	Joint venture where permitted			Submission requirement
				All parties combines	Each member	One member	
Section – II (ITB 11.4.9)	History of Non-performing contracts	Non-performance of a contract did not occur as contractor since 1st January 2017 (past 7 years) (Declaration in this regard has been incorporate in Annexure-III)	Must meet requirement	Must meet requirement	Must meet requirement or as member to past or existing JV	N/A	Annexure-III
Section – II (ITB 11.4.9)	Suspension due to withdrawal of the bid within bid validity	Not under suspension/debarred / blacklisted based on execution of a bid securing declaration pursuant to withdrawal of the bid pursuant ITB 11.4.9 & 11.4.5 To be furnished by the bidder on its letter head and Declaration as incorporated in Form No. 1.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	To be furnished by the bidder on its letter head.
Section – II (ITB 11.4.9)	Pending litigation	Bidder's financial position and prospective long term profitability sound and assuming that all pending litigation will be resolved against the Bidder. (Declaration in this regard has been incorporated in Annexure-III)	Must meet requirement	Must meet requirement by itself or as member to past existing JV	Must meet requirement by itself or as member to past existing JV	N/A	Annexure-III
Section – II (ITB 11.4.9)	Litigation History	No consistent history of court/ arbitral award decisions against the bidder since 1 <sup>st</sup> January 2017 (Past 7 years)	Must meet requirement	Must meet requirement		N/A	Annexure-III



## 12. Earnest Money Deposit (EMD)

- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, the Earnest Money Deposits by way of e-challan (NEFT/RTGS) as indicated in the tender to be submitted to the bank as detailed from any Scheduled or Nationalized Indian Bank or by way of unconditional, irrevocable Bank Guarantee/ Insurance Surety Bond drawn from any Scheduled or Nationalized Indian Bank as per enclosed sample. In case of bidders submitting Bank Guarantee/ Insurance Surety Bond towards Earnest Money Deposit for the tender, Original “Bank Guarantee” towards EMD shall be submitted to “General Manager (BD), Dredging Corporation of India Ltd., ‘Dredge House’, HB Colony Main Road, Seethammadhara, Visakhapatnam – 530022” in a separate envelope superscribed “Earnest Money Deposit for Tender No: DCI/SMPK/TSHD/2025 dtd. 09.01.2025” on or before due date and time of bid submission. If the Original Bank guarantee towards EMD is not received by the said due date and time, the bids shall be liable for rejection. The Earnest Money Deposit shall not carry any interest.
- 12.2 The EMD of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally-enforceable JV, at the time of bidding, the EMD shall be in the names of all future members.
- 12.3 The Earnest money is required to protect Employer against the risk of Bidder’s conduct, which would warrant the earnest money forfeiture, pursuant to ITB Clause 12.8.
- 12.4 The earnest money deposit submitted by way of bank guarantee/ Insurance Surety Bond shall be valid for forty five (45) days beyond the validity of the bid.
- 12.5 Any bid not secured in accordance with ITB Clause 12.1 will be rejected by the Employer as non-responsive.
- 12.6 Unsuccessful/ Disqualified bidders’ earnest money deposits will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Employer or 30 days after date of award of work, pursuant to ITB Clause 13, without interest.
- 12.7 The EMD submitted by successful bidder shall be returned within 30 days after submission of Performance Security.
- 12.8 The earnest money deposits may be forfeited:
- (a) If a Bidder:
    - (i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
    - (ii) Does not accept the correction of errors pursuant to ITB Clause 21.2 or
  - (b) In the case of a successful Bidder, if the Bidder fails:
    - (i) To sign the contract in accordance with ITB Clause 28; or
    - (ii) To furnish performance security in accordance with ITB Clause 29.
- 12.9 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) are exempted from submitting the Tender Fee and EMD on submission of documents to the extent as per the Government of India rules. However, such exemption / relaxation will not be given to MSMEs in terms of pre-qualification / eligibility criteria (Experience, turnover and equipment, etc.).

## 13. Period of Validity of Bids

- 13.1 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 e-



mail/ Fax by Employer is made before the expiry of the initial validity period of **90 days** stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of the Employer.

- 13.2 In case Employer asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 12 shall also be suitably extended.

#### **14. Format and Signing of Bid**

- 14.1 Special care shall be taken to write/type the rates in the price schedule such a way that no interpolation is possible.
- 14.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

### **D. Submission of Bids**

#### **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 "Techno Commercial Bid" duly signed alongwith official seal.
- 15.2 The Financial Bid / Bill of Quantity (BOQ) containing only bid rates and amounts against each 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 the Employer and hence the bids cannot be considered. In such cases, Employer 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.
- 16.2 Employer may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the Employer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **17. Late Bids:**

- 17.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

#### **18. Modification of Bids**

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



## E. Opening and Evaluation of Bids

### 19. Clarification of Bids

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

### 20. Preliminary Examination

- 20.1 Employer will examine the Techno Commercial/ Technical Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, in line with the pre-qualification criteria given in IFB/NIT.
- 20.2 Employer may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 20.3 Prior to the detailed evaluation, pursuant to ITB Clause 21, the Employer will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions mentioned in the tender document, will be deemed to be a material deviation. Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.
- 20.4 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

### 21. Evaluation and Comparison of Bids.

- 21.1 The Financial/ Price bid / Bill of quantity (BOQ) of only those tenderers who have been qualified in the Technical Bid will be opened at a later date. The date and time of opening of Financial bid / Bill of quantity (BOQ) shall be notified in GeM portal.
- 21.2 Arithmetical errors will be rectified on the following basis:  
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited.
- 21.3 The Dredgers/crafts proposed for deployment shall have all the amenities/ arrangements/ provisions to utilize at Haldia in the channels / areas of Syama Prasad Mookerjee Port Kolkata (SMPK) as specified in the scope of work.
- 21.4 Bill of quantity (BOQ) shall be inclusive of all Port dues for plying in Port waters, mobilizing & demobilizing of dredgers/crafts, repairs, spares/stores, fuel including Lube oils and all consumable items for the Dredgers/crafts, etc. and bills should be submitted in duplicate, i.e., original with one copy.  
Port dues, Pilotage charges, berth hire or mooring charges are being provided to the Employer by SMPK at free of cost and the same facility shall be passed on to the Contractor to the extent Employer is provided. Any other vessel/berth related charges/Port dues etc., payable, if any, to Port as applicable, shall be on the account of Contractor.

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

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



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

## F. Award of Contract

### 23. Post –qualification

- 23.1 In the absence of pre-qualification, the Employer will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the Bidding Document from the evaluation of the Techno-Commercial Bid.
- 23.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information, as the Employer deems necessary and appropriate.
- 23.3 The Employer reserves the right to require any Bidder to submit a break-up of the submitted Price Bid with adequate justification for each component of the Price Bid. By downloading this Tender Document and/or agreeing to participate in the Tender, the Bidders agree to provide a breakup of the Price Bid submitted to the Employer at the instance or request of the Employer, failing which the Bid Documents qua such Bidder shall be considered non-responsive to the Tender and shall be liable to be rejected.

### 24. Award Criteria

Subject to ITB Clause 28, the Employer will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid. However, Employer reserves the right to accept or reject any bid as specified in Clause 26 of ITB.

### 25. Right to Vary Period of Contract at Time of Award

Contract period is 6 months and can be extendable at same rates, terms & conditions for a further period of 6 months at sole discretion of Employer. Contractor has to execute the stipulated quantity within the given timeframe.

There will not be any change in the rate due to variation of quantity based on the requirement of SMPK/ DCI, if any.

In case the contract is extended as per requirement, Employer may by written notice intimate the Contractor to extend the contract further depending on requirement. For all extensions given by Employer, Contractor has to execute the work as per original contract price and as per Contract Conditions laid in Tender Document. Employer reserves right regarding giving extension/curtailment, deciding period of extension/ curtailment and decision in the matter will be final, binding on the Contractor and will not be subjected 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 one-month 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 14 days' notice by the DCI Project Office Haldia, 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.

The finalized rates should be valid and operative during entire contract period, including extension, if any.



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

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

**27. Notification of Award**

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

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

**28. Signing of Contract**

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

**29. Performance Security**

29.1 Within Ten (10) working days of the receipt of notification of award from the EMPLOYER, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement of ITB Clause 29 or ITB Clause 30 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

**30. Corrupt or Fraudulent Practices**

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

30.1.1. defines, for the purposes of this provision, the terms set forth below as follows:

30.1.2. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

30.1.3. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the EMPLOYER, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the EMPLOYER of the benefits of free and open competition;

30.1.4. Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Employer will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by EMPLOYER if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with EMPLOYER.

**31. Punitive Provisions:**

Without prejudice to and in addition to the rights of the Employer to other penal provisions as per the bid documents or contract, if the Employer comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated the code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:



- i) If his bids are under consideration in any procurement:
  - a) Forfeiture or encashment of bid security;
  - b) Calling off of any pre-contract negotiations; and
  - c) Rejection and exclusion of the bidder from the procurement process
  
- ii) If a contract has already been awarded:
  - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by the procuring entity alongwith interest thereon at the prevailing rate;
  
- iii) Provisions in addition to above:
  - a) Banning/ debarment of the bidder from participation in future procurements of the Employer for a period not less than one year;
  - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
  - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

### **32. General**

- 31.1 Bid Documents are not transferable.
- 31.2 Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.
- 31.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 31.4 All Tender Documents shall be treated as private and confidential.
- 31.5 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.
- 31.6 All correspondences must be made to the General Manager (BD), Dredging Corporation of India Ltd., Head Office, HB Colony Main Road, Seethammadhara, Visakhapatnam-530 022, till placing of work order and to the Project Manager, DCIL, Project office, Haldia thereafter.





SECTION - III GENERAL CONDITIONS OF CONTRACT (GCC)

**GENERAL CONDITIONS OF CONTRACT PART I**

(SHALL BE)

GENERAL CONDITIONS OF CONTRACT OF FEDERATION INTERNATIONALE DES  
INGENIEURS CONSEILS (FIDIC)

CONDITION OF CONTRACT FOR DREDGING AND RECLAMATION WORKS  
“DREDGERS CONTRACT” SECOND EDITION, 2016

**GENERAL CONDITIONS OF CONTRACT PART II**

CONDITIONS OF PARTICULAR APPLICATION (COPA)

Conditions of Contract

The Conditions of Contract shall be the foregoing PART I – GENERAL CONDITIONS of the **CONDITION OF CONTRACT FOR DREDGING AND RECLAMATION WORKS “DREDGERS CONTRACT” SECOND EDITION, 2016** prepared by the Federation Internationale Des Ingenieurs-Conseils (F.I.D.I.C) 2016 Edition given in First Cover Part I (hereinafter called the General Conditions) as modified or added to by the following PART II – CONDITIONS OF PARTICULAR APPLICATION which shall be read and construed with the General Conditions as if they were incorporated therewith.

In so far as any of the Conditions of PARTICULAR APPLICATION may conflict or be inconsistent with any of the General Conditions, Part I, the Conditions of Particular Application, Part II shall prevail.

**GCC PART II – CONDITIONS OF PARTICULAR APPLICATION**

SECTION A :	Conditions modifying or amplifying General Conditions of the same Clause number:
Cl. 1.1.2.	Definitions: “Base Date” shall be considered as 26 <sup>th</sup> March, 2024.
Cl. 1.1.14	“Employer” means the person named in the agreement and the legal successors in title to this person. Also referred as “Dredging Corporation of India”, “Dredging Corporation of India Limited”, “DCI” & “DCIL” in the tender document.
Cl. 1.1.28.	Added Cl. 1.1.28.- “The Port” shall mean Syama Prasad Mookerjee Port Kolkata (SMPK) as the case may be.
Cl. 1.1.29.	Added Cl. 1.1.29. “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.
Cl. 1.7	Assignment: Contractor shall not assign the whole or part of the Contract



	<p>without the prior approval of the Employer. Employer will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid for the entire work. However, EMPLOYER reserves the right to accept or reject any bid as specified in Clause 26 of ITB.</p>
Cl. 2.5	Clause stands deleted
Cl. 4.4.	The wordings in the clause “28 days” and “21 days” shall be read as “10 working days” and “three months” respectively.
Cl. 11.2	Clause 11.2 stands deleted
Cl. 11.4	Para 2 modified as “Payment shall be made promptly by EMPLOYER within 15 days from the date of receipt of payment from SMPK subject to submission of tax invoice with all relevant supporting documentary proof and complete in all respects.”
Cl. 11.9	Clause 11.9 stands deleted
Cl. 13.4.	Clause 13.4 stands deleted
Cl. 15.1, 15.2 & 15.3	<p><b>15. The Clauses 15.1, 15.2 &amp; 15.3 are deleted and replaced by:</b></p> <p><b>15. Resolution of Disputes</b></p> <p>15.1. If any dispute or difference of any kind whatsoever arises between Contractor and Employer 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.</p> <p>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 Employer may give notice to the other party of its intention to commence arbitration/ judicial process, as hereinafter provided, as to the matter in dispute, and no arbitration/ judicial process in respect of this matter may be commenced unless such notice is given.</p> <p>15.3. All disputes upto Rs. 10.00 Cr (value of the dispute, but, not the value of the contract) shall be settled by arbitration under the provisions of Indian Arbitration and Conciliation Act-1996.</p> <p>15.4. 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</p>



	<p>months from the date of the appointment of the 3<sup>rd</sup> Arbitrator. The contract shall be governed by Indian Laws.</p> <p>The dispute arising out or under the contract will be subject to the exclusive jurisdiction of the Courts at Visakhapatnam only.</p> <p>15.5. The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration &amp; Conciliation Act, 1996 or any statutory modifications or re-enactment thereof.</p> <p>15.6. Disputes of above Rs. 10.00 Cr (value of the dispute, but, not the value of the contract) shall be settled by the Court of Law.</p> <p>15.7. 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.</p>
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### **GENERAL CONDITIONS OF CONTRACT PART III -ADDITIONAL CLAUSES:**

#### **1. General**

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

#### **2. Application**

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

#### **3. Standards**

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

#### **4. The Contract & General Obligations of Contractor**

##### **4.1. 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.

- 4.1.1 The Indian Contract Act, 1872
- 4.1.2 The Major Port Authorities Act, 2021
- 4.1.3 The Employees Compensation Act, 1923
- 4.1.4 The Minimum Wages Act, 1948
- 4.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.
- 4.1.6 The Dock Workers’ Act, 1948
- 4.1.7 The Indian Arbitration and Conciliation Act (1996)

##### **4.2. Contractor to Execute Contract Agreement**

Within 10 working days after receipt of work order, the Contractor shall, at his own expense, enter into and execute a Contract Agreement in Duplicate, to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term “Contract” here in before, shall collectively be the Contract.



**4.3. Interpretation of Contract Document – Engineer’s Power**

Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any ambiguity, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract. And, failure to comply with such decisions shall attract actions as per Termination Clause No. 16.1.

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

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

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

**4.5. Contractors’ Price is Inclusive of All Costs.**

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

**4.6. Safety**

Contractor is Responsible for safety of the dredgers/crafts including men and material:

The Contractor shall be solely responsible for all adequacy, stability and safety of all site operations, even if any prior approval thereto has been taken from the Engineer or his Representative.

**4.7. Contractor to Supervise the Works**

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

**4.8. Damages**

Contractor is Responsible for all Damages to Other Structures/ Persons, Caused by him in Executing the Work. The Contractor shall at his own protect and take all precautions in regard to the personnel or structure or services or properties belonging to the SMPK/Employer and shall indemnify and keep indemnified the SMPK/Employer against claim for injury, loss or damage caused by the Contractor in connection with the execution of the work to the aforesaid properties, structures and services and / or to any person including the Contractor’s workmen. Cost of insurance Cover, if any, taken by the Contractor shall not be reimbursed by the EMPLOYER, unless otherwise stipulated in the Contract. Contractor is deemed to indemnify SMPK and the Employer for any of claim/loss/ damage to anybody including third party on account of his operations in the port waters as the case may be.

**4.9. Fossils, Treasures, Troves etc. are EMPLOYER’s property**

The contractor shall immediately inform the Engineer’s representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or



archeological importance be discovered at site which shall remain the property of the EMPLOYER/ the Port and protect them from being damaged by his workmen and arrange for disposal of them at the Contractor's expense as per the instruction of the Engineers representative.

## 5. Indemnity

The Contractor shall indemnify and hold harmless the Employer / SMPK, their personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects, unless directly attributable to any negligence, willful act or breach of the Award by the Employer/ SMPK, their personnel, or any of their respective agents, and
- b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:
  - i) arises out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects, and
  - ii) is attributable to any negligence, willful act or breach of the Tender by the Contractor, the Contractor's personnel, their respective agents, or anyone directly or indirectly employed by any of them.

## 6. Performance Security

- 6.1. Within Ten (10) working days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security to EMPLOYER for the amount specified in the Special Conditions of Contract.
- 6.2. The proceeds of the Performance Security shall be payable to the EMPLOYER as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 6.3. A sum equal to 10% of accepted contract value shall be deposited by the contractor by e-payment or by way of irrevocable, unconditional Bank Guarantee/ Insurance Surety Bond from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam and BG shall be as per Proforma enclosed. Bank Guarantee/ Insurance Surety Bond shall be valid till the completion of the contract including extended period if any, plus three months thereafter.
- 6.4. The Performance Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally-enforceable JV, at the time of bidding, the Performance Security shall be in the names of all future members.
- 6.5. At the option of contractor, if EMD amount is paid to DCI by e-payment, same can be converted as part of Performance Security and balance performance security shall be submitted in the form of BG/e- payment to DCIL as per account details given.
- 6.6. In case the contract is further extended, sum equal to 10% of the contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from EMPLOYER. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager. If Bank Guarantee is submitted against Performance Security, it should be valid till the completion of the contract including extended period if any, plus three months thereafter.
- 6.7. The performance security will be discharged by the EMPLOYER and returned to the Contractor not later than three months following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.



## **7. Insurance**

- 7.1. Insurance of deployed equipment, men and material is completely on Contractor's responsibility.
- 7.2. The contractor shall without limiting his or the EMPLOYER's obligation and responsibilities, endorsement of Co-insurance and waiver of subrogation in favour of EMPLOYER and SMPK to be issued.
- 7.3. The Contractor shall have insurance for the contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.
- 7.4. The Contractor shall have insurance against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (P&I /Third Party Insurance including Wreck removal/ Oil pollution).
- 7.5. The Contractor shall have insurance against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen)
- 7.6. The dredgers/crafts shall have required number of life jackets, safety devices, fenders, anchors etc. The dredgers/crafts along with crew shall be insured for any mishaps.
- 7.7. The contractor shall provide evidence to EMPLOYER, prior to the start of the work at site, that the insurances required under the contract have been affected.
- 7.8. The contractor shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times.
- 7.9. If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the EMPLOYER, then and in any such case the EMPLOYER may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 7.10. In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify EMPLOYER against all losses and claims arising from such failure.

## **8. Payment:**

- 8.1. The Contractor's request(s) for payment shall be made to the Project Manager, DCIL, Haldia in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 8.2. The Bill for Services rendered will be scrutinized by Project Manager, Haldia as per contract & as admitted by SMPK and forwarded to DCI Head Office through DCI ERO Kolkata for releasing the same on monthly basis. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
- 8.3. Payment shall be made for the production of TSHD with respect to the Daily Dredging Reports and DLM Reports duly signed/ certified by the Master of Dredger / Contractor's Representative, Employer and SMPK.
- 8.4. The payment to be released in monthly bill shall be back-to-back with respect to quantities certified by SMPK and same shall be binding on the Contractor. Payment shall be made by DCIL, Head Office within 15 days from the date of receipt of payment from SMPK, subject to submission of tax invoice with all relevant supporting documentary proof and complete in all respects.
- 8.5. No interest will be payable on disputed payments, for any reason what-so-ever.

## **9. Prices**

Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices agreed by the Contractor.



## **10. Change Orders**

- 10.1. The Employer may, at any time by a written order or an email given to the Contractor, make changes within the general scope of the Contract for the services to be provided by the Contractor.
- 10.2. If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the Employer's change order.

## **11. Contract Amendments**

Subject to GCC Part III Clause 10, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **12. Assignment**

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

## **13. Subcontracts**

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

## **14. Delays in the Contractor's Performance.**

- 14.1. The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Employer.
- 14.2. If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 14.3. Except as provided under GCC Part III Clause 17, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Part III - Clause 15, unless an extension of time is agreed upon pursuant to GCC Part-III Clause 14.2 without the application of liquidated damages.

## **15. Liquidated Damages**

- 15.1. Penalty for delay in mobilization: Delay in mobilization of the TSHD as per accepted dredging plan will attract 0.36% of Performance Security amount for every day of delay.
- 15.2. In case the Contractor fails to execute the targeted quantity of dredging as specified in the BOQ within the stipulated time at the end of the contract period, then Contractor will be required to pay 20% of the value of shortfall quantity as compensation (i.e., 20% of the unit rate x leftover quantity in Cum).



## 16. Termination for Default

- 16.1. If the Contractor fails to carry out any obligation under the Tender, the Engineer-In-Charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 16.2. The Employer shall be entitled to terminate the Tender if the Contractor:
- c) fails to comply with the provision of Performance Security
  - d) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract;
  - e) Without reasonable excuse fails:
    - i) to proceed with the Works on the Works Commencement Date
    - ii) to comply with a notice issued within 28 (twenty eight) days after receiving it
  - f) subcontracts the whole of the Works or assigns the Tender without the required agreement
  - g) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against the Contractor, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under Applicable Laws) has a similar effect to any of these acts or events, or
  - h) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
    - i) for doing or forbearing to do any action in relation to the Contract, or
    - ii) for showing or forbearing to show favour or disfavour to any person in relation to the Tender; or
    - iii) if any of the Contractor's personnel, agents or subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f); provided however that lawful inducements and rewards to Contractor's personnel shall not entitle termination.
  - i) if a Force Majeure Event subsists for a period exceeding 180 (one hundred and eighty) days within a continuous period of 365 (three hundred and sixty-five) days.
- 16.3. In any of these events or circumstances, the Employer may, upon giving further 7 (seven) days' notice to the Contractor, terminate the Tender vis-à-vis the Contractor and expel the Contractor from the Site. However, in the case of sub-paragraph (d) above, the Employer may, by notice, terminate the Tender immediately.
- 16.4. The Employer shall be entitled to terminate the Tender, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 14 (fourteen) days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security (after making adjustments, if any). The Employer's election to terminate the Tender shall not prejudice any other rights of the Employer, under the Tender or otherwise.
- 16.5. Upon termination of the Tender under Clause 16.3 or 16.4 above, the Contractor shall: (i) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works; (ii) leave the Site and deliver any required Contractor's Equipment, all Contractor's Documents, and other design documents made by or for the Contractor to the Engineer.  
However, the Contractor shall use its best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any sub-contract, and (ii) for the protection of life or property or for the safety of the Works.
- 16.6. After termination, the Employer may complete the Works itself and/or arrange for any other entities to do so. The Employer and/or these entities may use any Contractor's Equipment,





Contractor's Documents and other design documents made on behalf of the Contractor for the purposes of completion of the Works.

- 16.7. After completion of the Works, the Employer shall give notice that the Contractor's Equipment will be released to the Contractor at or near the Site. The Contractor shall promptly arrange the removal of such Contractor's Equipment, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, the Contractor's Equipment may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.
- 16.8. As soon as practicable after a notice of termination under Sub-Clause 16.3 or 16.4 has taken effect, the Engineer-In-Charge shall proceed to determine the value of the Works and any other sums due to the Contractor for work executed in accordance with the Tender.
- 16.9. After a notice of termination under Sub-Clause 16.3 or 16.4 has taken effect, the Employer may:
  - a) withhold further payments to the Contractor until the Costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other Costs incurred by the Employer, have been established, and/or
  - b) recover from the Contractor any losses and damages incurred by the Employer and any extra Costs of completing the Works, after allowing for any sum due to the Contractor under Clause 16.8 above. After recovering any such losses, damages and extra Costs, the Employer shall pay any balance to the Contractor.

## **17. Force Majeure**

- 17.1. "Force Majeure" means an event beyond the control of the Contractor and the Employer and not involving the Contractor and the Employer's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (ii) rebellion, terrorism, revolution, insurrection, military or usurped power or civil war; (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel and other employees of the Contractor and subcontractors; (iv) munitions of war, explosive materials, ionising radiation or contamination by radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and (v) natural catastrophes such as earthquake, tsunami, hurricane, typhoon or volcanic activity.
- 17.2. However, Force Majeure should not be used by a Party to attempt to escape liability for bad performance. If there is delay in performance or other failures by the Contractor to perform its obligation under the Tender due to event of a Force Majeure, the Contractor shall not be held responsible for such delays/failures.
- 17.3. If a force majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof within 21 (twenty one) days of occurrence of such event with reasonable evidence thereof. The Contractor shall, upon given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means of performance not prevented by the Force Majeure Event. The Contractor shall give notice to the Employer when it ceases to be affected by the Force Majeure Event.
- 17.4. Notwithstanding anything contained herein, if the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty-five) days, the Employer shall have the right to terminate the Tender qua the Contractor without any financial repercussion.



**18. 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.

**19. Applicable Law**

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

**20. Compliance with Statutory Requirements:**

The contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Indian Employees Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations / Rules / Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the Employer indemnified in case any proceedings are taken or commenced by any authority against Employer for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Employer is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the Employer is required or called upon to pay or reimburse on behalf of the contractor.

**21. Taxes and Duties**

- 21.1 The contractor shall pay all taxes, levies, duties, etc. excluding GST which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract.
- 21.2 If any new taxes and/or increase/ decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract. Any change in legislation during the contract period with regard to taxes, same will be applicable to this contract.
- 21.3 Bills/Invoices will be settled including GST and paid upon submission of proof of payment of GST for the previous bill and filling of returns.
- 21.4 GST registration number of the contractor & DCIL shall be printed on the bill voucher. GST component should be shown separately on the bill which is only payable by DCIL.

**22. Income Tax Deduction/Tax deducted at source:**

Deduction of Income Tax shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax Act.

**23. 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 alongwith his tender enclosing the names of the relatives who are employed in DCI.



**24. Notice to Contractor**

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

**25. Notices**

25.1. 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.

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

26. If the contractor abandons the contract or fails to commence the work without valid reasons or unable to maintain sufficient progress as per the agreed program, Employer may after giving 5 days' notice in writing to the contractor, carry out the remaining work in full or part as deemed necessary at the cost and risk of the contractor. The cost incurred due to the contractors default as above or any other sum pending/ to be recovered, will be deducted/recovered from any payment/sum due or becomes due to the contractor from this contract or from any other contract without prejudice to any other method of recovery.

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**SECTION – IV -SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

**1. Scope of Work:**

- 1.1 Employer intends to charter one TSHD of minimum 4,500 Cum hopper capacity to undertake dredging in the Haldia Anchorage, Jellingham and Lower Jellingham Crossing areas or any other area as directed by SMPK on back-to-back payment terms for the periods as specified. The dredging shall be commenced within 30 days from the date of work order.
- 1.2 The contract period is 6 months from the date of commencement of work and can be extended at same rates, terms & conditions for a further period of 6 months at the sole discretion of Employer. Price Adjustment shall be payable as per existing Terms & Conditions for this extended period.
- 1.3 Estimated dredging quantity from Haldia Anchorage, Jellingham and Lower Jellingham Crossing areas is 8,00,000 Cum for 6 months. DCI shall have the right to vary the quantities upto +/- 20% at the same rates.
- 1.4 The particulars of Dredging areas are as follows:

Areas	Length (km)	Width (m)	Present depth (m)	Dumping ground	Approx. Dumping area distance (km)
Haldia Anchorage	2.5	345	5.2	Lower Sagar Area	65
Jellingham	12.3	345	5.2		56
Lower Jellingham Crossing	5.3	345	5.2		47

**1.5 Base Level & Targeted Depths:**

- 1.5.1 The Base Level Depths and Targeted Depths for the dredging area during the Tender Period would be as follows:

Area	Base Level Depth (in m from CD)	Targeted depth (in m from CD)
Haldia Anchorage, Jellingham and Lower Jellingham Crossing	Upto 31.07.2025: 5.1 01.08.2025 onwards: 5.2	Upto 31.07.2025: 5.2 01.08.2025 onwards: 5.3

- 1.6 The equipment must have Valid Statutory Certificates under either Inland Vessels Act or under Merchant Shipping Act.
- 1.7 Volume dredged outside the dredging zones will not be considered for the calculation of the volume for the purpose of payment.
- 1.8 The dredging project would be monitored by National Technology Centre for Ports, Waterways & Coasts (NTCPWC), the Technical Wing of Ministry of Ports, Shipping & Waterways,



Government of India throughout the execution of the contract. In the event of any course corrective measure recommended by NTCPCWC will have to be implemented by the Contractor.

- 1.9 The Contractor is required to provide online Dredging Monitoring System with integrated DLM similar to NTCPCWC Dredging Monitoring System. This will include also remote monitoring of dredger movements, positions, production and progress of contract continuously.
- 1.10 Bidders are required to propose dredger alongwith specifications for the work and submit detailed calculation of monthly production covering requirements of the dredging areas considering the tidal window, prevailing depth situation in Hooghly Estuary. The monthly production as calculated by the Bidder is to be examined by Employer for technical evaluation and the Bidder would be declared qualified if the monthly production satisfy the monthly requirement of dredged quantity, failing which the Bidder will be disqualified at the stage of evaluation of the Techno-Commercial Bid.
- 1.11 SMPK may appoint a Consultant (an independent third party) for auditing the dredging work during the entire Tender Period. For the purpose of auditing the dredging work, a representative of the Consultant shall remain onboard the dredger deployed 24 hours a day during the entire Tender Period.
- 1.12 The Consultant's representative on board each dredger shall oversee dredging operations, shall have access to all dredging operation records, survey charts etc. The Consultant's resident engineer and deputy resident engineer shall have access to all dredging machineries for improvement of dredging efficiency of the dredger as and when necessary.
- 1.13 SMPK / DCI will post one representative each at their cost onboard the dredger for monitoring of works. The said representative(s) will also read and record dredging reports, operating time, idle time, breakdown of the dredger etc. jointly with Contractor's representative. These dredging reports will form the basis of payment under the Contract, which would be required to be submitted in triplicate to the Engineer every week.
- 1.14 No equipment consigned for the Work shall be removed from the Site without approval from the Employer which shall not be unreasonably withheld.
- 1.15 During execution of the work if any environmental degradation occurs, consequent on dumping of dredged material or any other reason the same shall be undone or necessary mitigation measures to the satisfaction of Engineer by the Contractor at his cost, without claiming any additional payment from Employer.
- 1.16 Any charges incurred on testing of the dredged material, testing/ analyzing the quality of water for adopting environmental safeguards, minimizing detrimental impacts, enhancing the beneficial aspects of the project and for effective management of the environmental resources affected by the project shall be met by the Contractor. No additional charges on any such account shall be payable by the Employer.

## **2. Payment Terms**

- 2.1 Contractor shall submit monthly bills for the quantities dredged during the month under consideration.
- 2.2 Contractor shall submit the correct dredging bills, complete in all respects, at the end of every Calendar month and Employer shall make payment within 15 days of receipt of payment from SMPK. The bill should include all relevant documents/invoices including Daily Dredging Reports duly certified by the Master of the dredger, SMPK's authorized representative onboard and DCI's representative.
- 2.3 The payment in Indian Rupees shall be released to the designated Bank Account of the Contractor maintained in any scheduled bank in India. In the event, the Contractor is a JV Bidder and unincorporated, the JV Bidder shall open an escrow account and remittance of



amounts to be paid under the Tender to the said escrow account (subject to necessary deductions of TDS and/or liquidated damages) shall relieve the Employer from its payment obligations to individual members of such JV Bidder. Such Escrow account shall be backed by an escrow agreement which must elaborate on the distribution mechanism agreed and adopted by the members of the JV Bidder.

- 2.4 The Contractor shall be required to submit Tax Invoice complying with the requirement of GST Law, time being in force along with all relevant details and workings as per advice of the Engineer of the Contract. If required by Employer, the Contractor would be obliged to submit documentary evidence of remittance of GST and other taxes claimed through the Invoice, to Govt. Tax Deduction at Source (TDS) as per law in force in India (both on account of Income Tax and GST), shall be made by Employer from the payment released to the Contractor.
- 2.5 The Contractor shall submit a certificate from a practicing-chartered accountant or firm of chartered accountants in India, which shall certify the rate of taxes required to be deducted by the Employer as Tax Deducted at Source (TDS) under the Applicable Laws including The Income Tax Act, 1961, Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, West Bengal Goods and Services Tax Act, 2017 in connection with payments to be made by the Employer to the Contractor. The Contractor shall indemnify, keep indemnified and hold harmless the Employer from and against losses, costs or expenses (including reasonable attorneys' fees) arising out of any claims made by the Income Tax Department, Government of India in connection with the Employer's reliance on the Withholding Tax Certificate.

### 3. Measurement of Volume of dredged materials

The Contractor shall submit certificate pertaining to calibration of hopper and load recorder by an international reputed and approved agency prior to the commencement of work. The Contractor shall agree to recalibration by internationally reputed and approved agencies as required by the Employer.

Average value of the bulk densities of samples collected will be deemed to 1790 kg/cum (i.e., 1.79 ton /cum).

Density of water is assumed to be 1005 kg/cum (i.e., 1.005 ton / cum).

Volume of dredged material shall be computed using the following formula for payment:

$$V_s = (W_h - V_h \times \gamma_w) / (\gamma - \gamma_w)$$

Where

$W_h$  – Nominal hopper load as per load recorder.

$V_h$  – Volume of hopper as per hopper calibration expressed in cubic meter

$V_s$  – Volume of dredged materials

$\gamma_w$  – Bulk density of water = 1005 kg/cum (i.e., 1.005 ton / cum).

$\gamma$  – Average bulk density of dredged materials = 1790 kg/cum (i.e., 1.79 ton /cum).

Note: Before submission of bids, the bidders, if felt necessary, may collect riverbed materials from the proposed dredging area for ascertaining the variation of bulk density of the bed materials to be dredged. However, the value of bulk density of dredged materials to be applied in the given formula for calculation of volume of dredging will remain fixed at 1.79 Ton/Cum. No excuses on this issue will be entertained after submission of bids.



#### 4. Hydrographic Surveys

- 4.1 Joint surveys (DCI / SMPK / NTCPCWC) will be carried out by DCI once in every neap tide which will occur twice in each month. Before commencement of dredging and during the course of dredging, soft copies of neap survey / check survey charts of the dredging areas will be shared to the contractor for the guidance of dredgers.

#### 5. Disposal Tolerances

- 5.1 All dredged materials shall be pumped / dumped within the limits of the specified disposal areas as indicated in the tender or in the areas to be specified by the Engineer.
- 5.2 The Bidder shall ensure that no dredged material is dumped/ spilled in the navigational channel due to defect of the dredger or for any reason. In the event of accidental dumping / spillage, the Bidder shall remove the material immediately at his own cost and risk.
6. The material to be dredged is Alluvial in nature and consists of fine sand, silt, clay and mud.
7. Contractor has to submit detailed methodology of completing the work as per the contract duration specified with bar chart, along with bid.
8. The dredgers deployed shall be suitable to operate in SMPK Port waters. Dredgers should have working instruments like position fixing system, etc. in working condition.
9. The necessary clearance from SMPK and other statutory agencies with regard to entry/exit of dredgers shall be to the account of contractor during entire contract period/extended period, if any.
10. Contractor has to supply all logistic support such as agency clearances, fresh water supply, supply of fuel, manning of crafts, material, spare parts supply, craft maintenance, etc. to his crafts deployed at his own cost in line with statutory norms from time to time.
11. Contractor shall arrange food & accommodation on-board dredger for upto 3 representatives of DCI, SMPK & Third Party for monitoring the dredging activities during the entire contract period, including extension if any, at no extra cost. Whenever representative(s) of SMPK / DCI intend to visit the dredger for inspection / review, arrangements such as routine boat service to and from shore to the dredger and vice-versa and other facilities shall be provided by the Contractor.
12. Contractor has to quote his rates for all the items in BOQ and quoted rates are inclusive of Mobilization & Demobilization, Fuel, Lube oil, men and material, watch keeping, repair cost, spares cost, all taxes, inclusive of all except GST.
13. Contractor has to obtain all plying licence/necessary permissions for his dredging spread & other supporting crafts from SMPK/any statutory authority as necessary, at his own cost. DCI will provide only documentary assistance if any required, in obtaining the same.
14. All the crafts, plants and machinery to be deployed at SMPK by the contractor(s) shall strictly adhere to the relevant IMO regulations, MARPOL convention 79/78 and other statutory regulations in addition to the SMPK regulations. And the proposed deployed dredgers shall have valid insurances as per statutory norms and contractor to indemnify Employer and SMPK from any damages, losses to properties of SMPK, Employer or any third party.
15. Adequate radio/ VHF communication system, all statutory requirements such as lifesaving appliances, fire fighting appliances, etc. as per relevant rules should be available onboard at any given time.
16. No idle time charges shall be paid to the contractor for any of the reasons such as shipping movement, port operations etc. The contractor shall allow in his rates for any loss of working hours due to weather, tidal restrictions, surveying, position of crafts, shifting of dredger & other equipment from one area/place to other area/place depending upon the traffic operations or for maintenance or shipping movements. Any claim for idling of contractor's vessels, crafts, plant and machinery or any other input shall not be entertained by the



Employer/SMPK for reasons whatsoever. Non-availability of working area will not come under purview of suspension of works and therefore contractor shall consider all such events including normal port operations & shipping movements and submit their offer accordingly. Employer/SMPK reserves right to direct the contractor to carry out the dredging operations in any of the vacant areas to be dredged without affecting normal traffic operations and no extra payment will be made on this account.

17. Contractor has to arrange all logistics such as boat, car supply, agency, running repairs/workshop at his own cost.

#### **18. Bunkering and Fresh Water**

Contractor has to make his own arrangement for bunkering and supply of fresh water as well as obtaining berths from SMPK at his own cost.

#### **19. Temporary Works, Office, Jetty, etc.**

The Contractor shall submit to the Engineer for his approval, drawings and proposals for any temporary works such as batching plant, storage yard, office, store, false work and temporary platforms, pre-casting yard, workshop, etc. which he intend to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Engineer.

The Contractor shall obtain permission for any temporary work and would ensure that during execution of works the statutory requirements of the concerned authorities such as SMPK, Police, etc. would be complied with.

#### **20. Environmental Control**

As an ISO 14001:2015 (Environmental Management System) certified company, DCI committed for prevention of pollution by implementing Environmental friendly operational procedures. Hence, the contractor shall comply with all statutory and regulatory requirements pertaining to Environmental protection. Also, the contractor shall adopt the Environmental friendly procedures for execution of the work to the maximum possible extent.

All oil and greasy wastes onboard contractor's equipment, floating vessels, crafts etc. shall be collected in containers and disposed away on land as directed by SMPK/Employer and shall not be let into sea.

#### **21. Performance Security**

- 21.1 Within ten (10) working days after receipt of the notification of award of the contract/ work order, the Contractor shall furnish Performance Security to the Employer.
- 21.2 The proceeds of the Performance Security shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 21.3 A sum equal to 10% of the contract value as indicated in the work order shall be deposited by the contractor as Performance Security Deposit by e-payment or in the form of Bank Guarantee (BG) or Insurance Surety Bond as per Pro-forma enclosed to Employer, with a validity upto three months beyond work completion including extension if any. The same will be returned by Project Manager after completion of entrusted work.
- 21.4 In case of extension of contract, BG or Insurance Surety Bond shall be submitted for sum equivalent to 10% of additional contract value with validity up to three months beyond completion of work including extension.
- 21.5 Performance Security Deposit will not carry any interest.
- 21.6 BG or Insurance Surety Bond submitted against performance security will be discharged by the DCI and returned to the Contractor not later than three months following the date of





completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract. To process the return/refund of Performance Security, contractor has to submit "No Dues – No Claim" Certificate to Project Manager, after completing the contract in all respects & receipt of final payment.

21.7 In case Contractor fails to fulfill the contractual obligations, in addition to encashing the Performance Security Bank Guarantee / Insurance Surety Bond, the Employer reserves the right to debar / blacklist the bidder from participating in their future tenders.

21.8 The Bidder quoting more than 15% below the cost of work put to tender shall have to pay an 'Additional Performance Security Deposit' (APSD) for the amount in short of '15% below the cost of work put to tender' separately. APSD wherever applicable will be collected from the successful bidder along with the Performance Security Deposit. APSD may be accepted in any form applicable for Performance Security.

Back-out from the offer by the participating bidder after opening of Technical Bid (in case of two stage bid) OR non-deposit of APSD by the successful bidder will liable for forfeiture of EMD and suitable action shall be taken up against the bidder as per decision of competent authority of Employer.

## 22. Price Variation Clause

No variation in price, other than variation in Fuel price and variation on account of additional benefits to the Contractor due to change in GST law, if any, shall be applicable during the entire duration of the Contract.

The amount payable/adjustable against Fuel Price variation (both upward and downward) would be calculated as per the formula prescribed below:

$$R = 0.28 * 0.85 * V * \{(I-I_0)/I_0\}.$$

Where,

R = Amount to be payable /adjustable on account of Fuel price variation during a period.

V = Value of services rendered during the period as per accepted BOQ and Tender provisions.

I<sub>0</sub> = Price of fuel of Indian Oil Corporation Limited ("IOCL") at Haldia as on 26<sup>th</sup> March, 2024.

I = Changed price of fuel of IOCL at Haldia during the period.

The amount in terms of this clause shall be paid by the DCI on receipt of payment from SMPK within 15 days of receipt of payment from SMPK.

## 23. Settlement of Disputes / Arbitration Clause

23.1 Ref Cl. 15.1, 15.2 & 15.3 of GCC part II COPA.

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

## 24. 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 Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations / Rules / Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify



and keep the Employer indemnified in case any proceedings are taken or commenced by any authority against Employer for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Employer is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the Employer is required or called upon to pay or reimburse on behalf of the contractor.

**25. Provident Fund Contributions:**

The bidder shall process an independent PF Code number obtained from the PF Commissioner concerned and submit the photocopy of the same alongwith the tender. If the same is not submitted with the tender the bidder shall obtain the same and produce to Employer before the issue of the work order.

**26. Notices (GCC Clause 25)**

Contact address for notice purposes:

(i) Employer/ Dredging Corporation of India Limited, till placing of Work order:

**GENERAL MANAGER (BD)**  
**DREDGING CORPORATION OF INDIA LTD.**  
**"DREDGE HOUSE", H B COLONY MAIN ROAD,**  
**SEETHAMMADHARA, VISAKHAPATNAM-530 022.**  
**ANDHRA PRADESH (INDIA)**  
**TELEPHONE No. 91-0891-2871209/333**  
**Mob: +91-99498 25222**  
**E-mail: [hodmktg@dcil.co.in](mailto:hodmktg@dcil.co.in)**

After placing work order:

**PROJECT MANAGER,**  
**DREDGING CORPORATION OF INDIA LTD.,**  
**GROUND FLOOR OF HPSU BUILDING, TOWNSHIP, HALDIA,**  
**DIST. PURBA, MEDINIPUR, WEST BENGAL- 721607.**  
**Mob: +91-90008 97201**  
**Email: [pohaldia@dcil.co.in](mailto:pohaldia@dcil.co.in)**

(ii) Bidder :

As provided in the Vendor Code Creation Form

**27. Wreck removal**

The Contractor shall forthwith and with due dispatch raise and remove any plant floating or otherwise or any boat or vessel or craft or equipment belonging to them or to any sub-contractor employed by them which may sink in the course of the execution of works within the limits of site or elsewhere within the docks or in Hooghly river within port limits and until the same shall be raised and removed, the Contractor shall set all such buoys and display at night such lights and do all such things for safety of navigation as may be required by the Employer/ SMPK. In the event of the Contractor not carrying out the obligations imposed on it by this clause, the Employer may, through some other agency, raise and remove such sunken plant, boat, vessel or craft and buoy and light the same and the Contractor shall reimburse to the Employer all costs in connection therewith, which the Employer shall be at liberty to recover as debt due.



## 28. Integrity Pact

The Integrity Pact has been included to this subject Tender and to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 2 (two) sets of original as per the **Annexure- V**. This Integrity Pact will form part of the Tender Document.

REPRESENTING MATTER TO INDEPENDENT EXTERNAL MONITORING IN CASE OF TENDERS/ CONTRACTS WHICH ARE OF Rs.1 CRORE AND ABOVE VALUE: Signatories to the Integrity Pact with regard to a Tender/ Contract can represent a matter with regard to the tender / Contract to the Independent External Monitors (IEMs), under the Integrity Pact Provisions), as mentioned in Clause No.16 of IFB. Persons signing the Integrity Pact shall not approach for Negotiations/ Conciliation/ Arbitration/ Adjudication while representing matters to the IEMs and he/ she will await their decision in the matter.

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## **SECTION - V TECHNICAL SPECIFICATIONS**

As specified in Scope of Work under Special Conditions of Contract (SCC)

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## SECTION - VI SAMPLE FORMS

### Notes on the Sample Forms

The Bidder shall complete and submit with its Techno-Commercial bid the Bid Form.

The Price Schedules shall be submitted only along with the Financial/ Price Bid (BOQ).

The Proforma for Bank Guarantee for Earnest Money Deposit duly filled in should be submitted along with the Techno-Commercial Bid.

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.

The Performance Security form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the DCI.

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.

The Details of the Dredgers/crafts proposed for deployment duly filled in should be submitted along with the Techno-Commercial Bid.

Vender Code Creation Form (Pan No. GST No. & Bank details, etc.)

Integrity Pact



**Form No. 1: Bid Form**

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

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

Gentlemen:

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

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

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

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

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

If our bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract. We also declare that the party/firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking. Any such discovery by Employer at any stage of the tender / contract may result in disqualification of the firm or cancelation of the contract.

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 \_\_\_\_\_



**Form No. 2. PRICE SCHEDULE**

**PREAMBLE TO PRICE BID**

1. The items given in the Bill of Quantities are for “Chartering of TSHD for Maintenance Dredging in Hooghly Estuary Primarily in the Shipping Channel Leading To Haldia Dock Complex”.
2. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
3. No other charges, other than those specified in the tender conditions shall be payable.
4. The rates to be quoted should be inclusive of Fuel, Lube oil, men and material, watch keeping, repair cost, spares cost, idle time charges, all taxes but excluding GST.
5. ***To enable ease of bidding among the bidders, a single sheet BOQ has been prepared for uploading financial/ price bid at GeM portal.***

**BILL OF QUANTITIES**

Name of the work: **Chartering of TSHD for Maintenance Dredging in Hooghly Estuary Primarily in the Shipping Channel Leading To Haldia Dock Complex.**

Sl. No	Description	Approx. Quantity	Unit	Rate per unit excl. GST (Rs.)	Amount excl. GST (Rs.)
1.	Dredging at Haldia Anchorage, Jellingham & Lower Jellingham Crossing and dumping at designated locations	8,00,000	Cubic meter		
	<b>Total :</b>				

**NOTE:**

- a. Contractor shall submit monthly bills for the quantities dredged in the month under consideration.
- b. The actual quantity certified by SMPK will be paid on back-to-back basis (Upon receipt of payment from SMPK).
- c. The quoted rates inclusive of Mobilization & Demobilization and all charges, but excluding GST.





**Form No. 3A. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

Bank Guarantee No.

Date:

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

WHEREAS ..... (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, Dredge House, 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 his first written demand, without the Corporation having to substantiate his demand, provided that in his demand the Corporation will note that the amount claimed by him is due to him owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs...../- (Rupees .....only) and will remain in force up to thirty (30) days beyond the validity of the bid, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of .....2025

For

.....

(Indicate Name of the Bank)



**Form No. 3B. INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT**

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of ..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto \_\_\_\_\_ (Name of the Employer) (hereinafter called "the Employer") for the sum of \_\_\_\_\_ (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
  - a. fails or refuses to sign the Contract Agreement when required, or
  - b. fails or refuses to submit the performance security in accordance with the Tender Documents.

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

The Surety declares that this Insurance Surety Bond is issued by the..... (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).



This Insurance Surety Bond will remain in force up to and including (date 45 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id. Staff Authority No. of the officer of the Insurance Company/Signatory

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT**

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.



### Form No. 4: FORM OF CONTRACT AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 BETWEEN the DREDGING CORPORATION OF INDIA LIMITED , a body corporate under the Companies Act, 1956 having its registered office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A&2B, Laxmi Nagar District Center, DELHI – 110 091, India (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 \_\_\_\_\_

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract (*Tender No.* \_\_\_\_\_, *dtd.* \_\_\_\_\_) 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 Contract Agreement dated \_\_\_\_\_
  - The Letter of Acceptance
  - The Tender submitted by the Contractor
  - Instructions to Tenderer
  - Conditions of Contract
  - Specification for the Works
  - Price Bid
  - Integrity Pact
  - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the “Contract Price” of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the times and in the manner prescribed by the Contract.



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

Signed and sealed by:

CONTRACTOR

Signature :

Name :

Designation :

Seal :

In the presence of

Witness

Signature

Name & Address:

EMPLOYER

Signature:

Name :

Designation:

Seal :

Signature

Name & Address:

Encl: Contract data

**Format for Contract Data****This Contract Data forms part of the Agreement.**

[Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer.

Item	Sub-Clause (FIDIC)	Data
Commencement Date	1.1.3	30 days from the date of work order
Documents forming the Contract listed in the order of priority	1.1.4 & 1.3	
Document (delete If not applicable)		Document Identification
(a) The Agreement		As per tender conditions
(b) General Conditions of Contract		
(c) Special Conditions of contract		
(d) Technical Specifications		
(e) Instructions to Bidders		
(f) The Drawings		
(g) The bill of quantities		
(h) Formats, Forms and Annexures		
(i) Other tender related documents		
Name and address of the Engineer	1.1.15	<i>Project Manager of Project Office Haldia, DCI Ltd.</i>
Time for Completion for the Works	1.1.25	<i>Refer to NIT</i>
Dredging Works	1.1.13	<i>The extent of dredging works- Ref. relevant clauses of SCC</i>
Law Governing the Contract	1.4	<i>Law of the Country Indian Law. Courts At Visakhapatnam will have exclusive jurisdiction for the contract.</i>
Language	1.5	English
Methods of communication	1.5	Delivered by hand (against receipt), sent by mail or courier, or transmitted by using any of the following electronic transmission Systems such as email and facsimile
Addresses for communication	1.5	Employer: as stated in Agreement* GENERAL MANAGER(BD) DREDGING CORPORATION OF INDIA LTD., DREDGE HOUSE, H B COLONY MAIN ROAD, SEETHAMMADHARA, VISA KHAPATNAM-530 022. ANDHRA PRADESH (INDIA) TELEPHONE No. +91-891-2871209/333 MOBILE No. +91-99498 25222 <i>E-mail: <a href="mailto:hodmktg@dcil.co.in">hodmktg@dcil.co.in</a></i>



		Contractor:																
		Engineer: <i>Project Manager of Project Office Haldia, DCI Ltd.</i>																
Notices, fees and other charges to be given or paid by the Employer	1.6	The Employer shall be responsible for those ticked below: <table border="1"><thead><tr><th></th><th>Tick box</th></tr></thead><tbody><tr><td>Import dues</td><td><i>Contractor's responsibility</i></td></tr><tr><td>Wharfage</td><td><i>responsibility</i></td></tr><tr><td>Package</td><td></td></tr><tr><td>Harbour dues</td><td></td></tr><tr><td>Dredging and dumping fees</td><td></td></tr><tr><td>Royalties for sand extraction</td><td></td></tr><tr><td>Other</td><td></td></tr></tbody></table> Employer to tick to indicate provision by Employer- <u>Nil</u>		Tick box	Import dues	<i>Contractor's responsibility</i>	Wharfage	<i>responsibility</i>	Package		Harbour dues		Dredging and dumping fees		Royalties for sand extraction		Other	
	Tick box																	
Import dues	<i>Contractor's responsibility</i>																	
Wharfage	<i>responsibility</i>																	
Package																		
Harbour dues																		
Dredging and dumping fees																		
Royalties for sand extraction																		
Other																		
Provision of Site	2.1	On the Commencement Date																
Employer's authorized person	2.4	<i>Will be intimated during agreement stage</i>																
Limits on Engineer's authority	3.1 & 10.1	<i>Will be intimated during agreement stage</i>																
Performance security (if any)																		
Amount	4.4	<i>10% of contract value</i>																
Form	5.1	As per form No. 5																
Requirements for Contractor's design (if any)		Specification Clauses Refer Clauses of SCC and Drawings																
Time for submission	7.2	Within 14 days' of the Work order issue date																
Form of programme	7.2	As per contractors format or as per instructions of the Engineer																
Amount payable due to failure to complete the Works	7.4	<i>20% of the value of shortfall quantity.</i>																
Working Hours restrictions (if any)																		
Dredging works	9.2 & 11.5	Not applicable																
Reclamation and other works	9.1 & 11.6																	
Advance Payment		N.A.																
Percentage of retention money	11.4	N.A.																
Currency of payment	11.8	Indian Rupees																



**Form No. 5: FORM OF BANK GUARANTEE**  
*(in lieu of Performance Security)*

Bank Guarantee No.:  
Date:

To  
Dredging Corporation of India Limited  
.....  
.....

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Head office, H.B. Colony Main road, Seethammadhara, Visakhapatnam – 530 022 India (herein after called the “DCI”) having agreed to exempt M/s ..... having its Registered Office at .....(herein after called the said “Contractor” from the demand under the terms and conditions of an Agreement / Contract / Work Order dated .....made between DCI and Contractor for .....(herein after called the said “Agreement”), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for .....

..... only), we .....(Hereinafter referred to as “the Bank” (indicate the name of the Bank) at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceeding .....against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We, .....  
(Indicate the name of Bank)

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

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We .....further  
(Indicate name of the Bank)

agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid





and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on ....., we shall be discharged from all liability under this guarantee thereafter.

5. We, ..... further agree  
(Indicate name of the Bank)

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

The performance security will be discharged by the DCI and returned to the Contractor not later than 60(Sixty) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the contract.

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

7. We, ..... lastly undertake not to  
(Indicate name of the Bank)

revoke this guarantee during its currency except with the previous consent of the DCI in writing.

8. This guarantee will remain in force until ..... All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgement. Notwithstanding what is stated above, our liability under this guarantee will be limited to .....(..... Only).

Dated the .....day of .....2025.



## Form No. 6: Qualification Requirements

A) Financial Qualification:

The bidder should furnish

- i) Audited balance sheet and Profit & Loss Account for the last three years as required under ITB.

B) Technical Qualification:

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

- Brief description of the work
- Actual executed contract amount
- Period of work / date of completion of contract

C) Registration & Other Certificates of Dredgers / Equipment

**Form No. 7: (A) Details of the Trailer Suction Hopper Dredger proposed for Deployment**

SL. NO.	PARTICULARS	
1	Name of the Equipment	
2	Owners	
3	Flag	
4	Builder	
5	Year of Build	
6	Hopper Capacity	
7	Official No.	
8	Registering Authority	
9	GRT	
10	LOA	
11	Beam	
12	Depth	
13	Draft (Both Light & Loaded)	
14	Maximum Dredging Depth	
15	Main Engine (Nos., Make, BHP, RPM, etc. Each)	
16	Endurance (Full Power)	
17	Dredge Pump Engine (Nos., Make, BHP, RPM, etc. Each)	
18	Generator Engine (Nos., Make, BHP, etc. Each)	
19	Navigational Equipment	
20	Type of Draghead, Weight of each Draghead including Number of Dragheads available, Jet Pressure of each Draghead & Type of Teeth fitted on the Draghead.	
21	Date of Last Dry-Docking	
22	Next Dry-Docking due on (to maintain Validity of Class & Statutory Certificates)	
23	Dredge Pump (Make, Capacity, Discharge Rate, Time to fill up Hopper, etc.)	
24	Crew (including Master)	
25	Draft Load Monitor (DLM) - Make, Calibration Certificate indicating Authority & Date of Calibration.	
26	Particulars of Bow Thruster, if fitted with	
27	Speed in Loaded Condition	
28	Number of Rudders	
29	Number of Propellers	

NOTE: (1) If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the Dredger(s) should be submitted on stamp paper duly notarized alongwith Tender.



**Form No. 7: (B) Details of the Dredger (s)/Craft(s) proposed for Deployment**

- 7.1 Name of the Dredger/Craft :
- 7.2 Name of the owner :
- 7.3 Builder's name and Address :
- 7.4 Year of built :
- 7.5 Main dimensions
- a) Length :
  - b) Breadth :
  - c) Depth :
  - d) Draft :
- 7.6 Particulars of registry of Dredger/Craft and year of registry. :
- 7.7 Place where the dredger/craft is presently available :
- 7.8 Any other specifications :

NOTE: (1) If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the Dredgers/crafts should be submitted on stamp paper duly notarized along with Tender.



### Form No. 8: Declaration by the Bidders

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

To:  
General Manager (BD)  
Dredging Corporation of India Limited,  
Dredge House, HB Colony Main Road,  
Seethammadhara, Visakhapatnam – 530 022.

Dear Sir,

Sub: Declaration from the Bidder.  
Ref: Tender Reference No. \_\_\_\_\_

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	No alteration has been made in any form in the downloaded Tender document.
2.	I / We have not been banned or delisted by any Government or quasi Government agency or public sector undertaking.
3.	I / We accept the payment terms of General & Special Conditions of Contract.
4.	I / We provide our acceptance to all Tender Terms and Conditions.
5.	I / We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 05 years.
6.	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily.
7.	I / We agree to disqualify us from this tender and black list us for tendering in DCIL projects in future, if it comes to the notice of Employer that the documents/submissions made by me/us are not genuine and or incomplete information.

Yours faithfully,

(Signature of the Bidder with Official Seal)



## SECTION - VII CHECK LIST FOR TECHNO-COMMERCIAL BID

1. A Bid Form except the Price Schedule
2. A list of works tendered for and in hand/being executed as on the date of submission of tender.
3. A detailed list of vessels / equipment available with the tenderer and which are proposed for deployment for the work.
4. Details of TSHD or any other kind of equipment/dredgers with suitable dredging methodology.
5. 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
  - Audited balance sheet and Profit Loss Account for the last three years;
  - Certificate from Employers for having successfully completed works of similar nature.
6. Earnest money deposit in the form of
  - e- challan or
  - Bank Guarantee
7. Payment challan of Tender document fees.
8. PAN Number
9. Registration with Provident Fund Authorities
10. Vender Code Creation Form
11. 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 02 (Two) sets as per the Format given. This Integrity Pact will form part of the Tender Document.
12. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
13. 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.
14. Information regarding any current litigation in which the tenderer is involved.
15. Copies of original certificates of registration, etc. of the Dredgers/crafts proposed to be offered to DCI including copy of the existing insurance policy covering the Hull, crew and third party.
16. Copy of clear title of the ownership of the Dredgers/crafts. If the tenderer is not the owner of the Dredgers/crafts, necessary documents in support of the authorization granted by the owner of the Dredgers/crafts to the tenderer to offer and operate the Dredgers/crafts by the tenderer. This authorization shall be executed on a stamp paper duly notarized. In case of dredger(s) to be procured, tenderer shall submit Original MOU with the manufacturer / supplier / seller on Indian stamp paper duly notarized.
17. The bidder shall have to submit Annexures in firm's letter head, duly signed with office seal.
18. Downloaded Tender Document duly signed on all the pages by tenderer.

\*\*\*\*\*



## SECTION - VIII DRAWINGS

*Attached separately*



**Annexure-I–PROFORMA – Declaration of Relatives**

Date:

To  
The General Manager (BD),  
Dredging Corporation of India Limited,  
Dredge House, H.B.Colony Main Road,  
Seethammadhara, VISAKHAPATNAM– 530022

Sir,

Sub: Chartering of TSHD for Maintenance Dredging in Hooghly Estuary Primarily in the Shipping Channel Leading To Haldia Dock Complex – Reg.

A. With reference to your Tender No. \_\_\_\_\_, dated \_\_\_\_\_ and as per Instructions to Bidders 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 Ltd.

‘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 Shipping, Government of India are given below:

- 1.....
- 2.....
- 3.....
- 4.....

Thanking you,

Yours faithfully,

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





**Annexure-II -PROFORMA- Confirmation of having not made any payment**

Date:

To  
The General Manager (BD),  
Dredging Corporation of India Limited,  
Dredge House, H.B.Colony Main Road,  
Seethammadhara, VISAKHAPATNAM– 530022

Si Sir,

Sub: Chartering of TSHD for Maintenance Dredging in Hooghly Estuary Primarily in the Shipping Channel Leading To Haldia Dock Complex – Reg.

- A. With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ and as per Instructions to Bidders 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 Instructions to Bidders of Contract, we hereby certify 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,



### Annexure-III – PROFORMA –Historical Contract Non-Performance, Pending litigation and Litigation History

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

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

Joint venture party name:[insert full name]

No. and title: [insert number and title]

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

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

Contract non-performance did not occur during the (number) years specifies in qualification criteria and bidder’s eligibility requirements.

Contract(s) not performed during the (number) of years specified in qualification criteria and bidder’s eligibility requirements.

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

Pending litigation, in accordance with qualification criteria and requirements

No pending litigation in accordance with Bidder’s eligibility requirements.

Pending litigation in accordance with Bidder’s eligibility requirements as indicated below.



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

**Litigation History in accordance with tender conditions**

- No litigation history in accordance with Bidder’s eligibility requirements.  
 Litigation history in accordance with Bidder’s eligibility requirements as indicated below.

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

**Annexure –IV - VENDOR CODE CREATION FORM**

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



## Annexure V - INTEGRITY PACT

### INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT

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

Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.

The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:

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

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

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

Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.

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

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

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

Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

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

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



**(Rs. 100/- Non-judicial Stamp paper)**  
**INTEGRITY PACT**

Between

Dredging Corporation of India Limited (DCIL) hereinafter referred to as "The Principal",  
And

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

Preamble

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

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

**Section I - Commitments of the Principal:**

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

No employee of Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or other benefit which he/she is not legally entitled to.

The Principal will, during the tender process treat all Bidder(s) with equity and fairness. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the execution of the contract.



The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of Foreign Principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the India Agent / representative have to be in Indian Rupees only.

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

If the Principal has disqualified the Bidder from the tender process prior to the award according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid security.

If the Principal has terminated the contract according to Section-3, the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5: Previous Transgression.**

The Bidder shall declare that no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any



Public Sector Undertakings / Enterprises in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

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

The principal will disqualify from the tender process all bidders who does not sign this Pact or violate its provisions.

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

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

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

The Principal appoints competent and credible Independent External Monitors (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all the project documents of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties Offer to the Monitor the option to parties in such meetings.





As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the Managing Director, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.

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

If the Monitor has reported to the Managing Director, DCIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Managing Director, DCIL has not, within the reasonable time taken visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

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

This Pact begins when both parties have legally signed it. It expires for the Contractor 08 Months after the last payment under the contract, and for all other Bidders 08 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged /determined by the Chairman of DCIL.

### **Section 10: Other provisions.**

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

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

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

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

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

In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.



\_\_\_\_\_  
(For & On behalf of Principal)

(Office Seal)

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

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

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

(Office Seal)

Witness 1 :

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2 :

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

\_\_\_\_\_



**Annexure VI - Format for Power Of Attorney for Lead Member of Joint Venture**

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

**POWER OF ATTORNEY**

WHEREAS Dredging Corporation of India Limited, a body corporate under the Companies Act, 1956 having its registered office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A&2B, Laxmi Nagar District Center, DELHI – 110 091, India (the “Employer”) has invited bids from interested parties for “.....” (Tender No. ....) (the “Tender”);

WHEREAS ....., and ..... (collectively, the “Joint Venture (JV)”) being members of the JV are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said Tender; and

WHEREAS it is necessary under the Tender Document for the members of the JV to designate one of them as the “Lead Member” with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV’s Bid for the Tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

We, M/s. .... having our registered office at ....., M/s..... having our registered office at ..... and M/s. .... having our registered office at ..... [the respective names and addresses of the registered office of the JV Bidders] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorize M/s. .... having its registered office at ....., being one of the members of the JV, as the Lead Member of the JV and the true and lawful attorney of the JV (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the JV and any one of us during the bidding process under the Tender Document and, in the event the JV is awarded the Contract under the Tender, to conduct all business for and on behalf of the JV during the execution of such contract between the JV and the Employer, and in this regard, to do on our behalf and on behalf of the JV, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV and submission of its Bid for the Tender, including but not limited to registering and operating the GeM Portal, signing and submission of all applications, bids and other documents and writings, participate in pre-Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV and generally to represent the JV in all its dealings with the Employer, and/or any other government agency or any person, in all matters in connection with or relating to or arising out of the JV’s Bid for the Tender and/or upon award thereof till the Contract is entered into with the Employer.

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



IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2025

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

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

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

Witnesses:  
1.  
2.

.....  
Note: To be executed by all the members of the JV.



### Annexure VII – Joint Bidding Agreement

(To be executed on Non-Judicial Stamp Paper of at least INR 100/-)

This Joint Bidding Agreement (hereinafter the “Agreement”) is made at [\_\_\_\_] on this [\_\_\_\_] day of [\_\_\_\_] 2025,

AMONG

[\_\_\_\_], a proprietorship firm having offices at [\_\_\_\_] and represented by its proprietor Shri [\_\_\_\_], son of [\_\_\_\_], aged about [\_\_\_\_] years, resident of [\_\_\_\_] and holding PAN/ AADHAR [\_\_\_\_] (hereinafter referred to as the “Bidder 1” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[\_\_\_\_], a partnership firm registered under The Indian Partnership Act, 1932, having its offices at [\_\_\_\_] and represented by its authorised partner Shri [\_\_\_\_], son of [\_\_\_\_], aged about [\_\_\_\_] years, resident of [\_\_\_\_] and holding PAN/ AADHAR [\_\_\_\_] (hereinafter referred to as the “Bidder 2” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[\_\_\_\_], a limited liability partnership incorporated under The Limited Liability Partnership Act, 2008, holding LLPIN [\_\_\_\_] and having its registered office at [\_\_\_\_] represented by its designated partner Shri [\_\_\_\_], son of [\_\_\_\_], aged about [\_\_\_\_] years, resident of [\_\_\_\_] and holding PAN/ AADHAR/ DIN [\_\_\_\_] (hereinafter referred to as the “Bidder 3” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[\_\_\_\_], a company within the meaning of Companies Act, 2013, holding CIN [\_\_\_\_] and having its registered office at [\_\_\_\_] represented by its authorised director Shri [\_\_\_\_], son of [\_\_\_\_], aged about [\_\_\_\_] years, resident of [\_\_\_\_] and holding DIN [\_\_\_\_] (hereinafter referred to as the “Bidder 3” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees).

AND/OR

[\_\_\_\_], a company incorporated under the laws of [\_\_\_\_], having registration no. [\_\_\_\_] and having its registered office at [\_\_\_\_] represented by its authorised director Mr [\_\_\_\_], son of [\_\_\_\_], aged about [\_\_\_\_] years, resident of [\_\_\_\_] and holding Passport No [\_\_\_\_] issued by [\_\_\_\_] (hereinafter referred to as the “Bidder 3” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees).

[Note: Please include names of all members of the JV Bidder and basis the nature of the Bidder’s entity, retain the relevant portion and delete the rest.]



For the purposes of this Agreement, the Bidder 1, Bidder 2 and Bidder 3 shall be collectively referred to as the “Parties” and individually a “Party”.

#### WHEREAS

- A. Dredging Corporation of India Limited, a body corporate under the Companies Act, 1956 having its registered office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A&2B, Laxmi Nagar District Center, DELHI – 110 091, India (the “Employer”) has floated the Tender No. [\_\_\_\_\_] (hereinafter referred to as “Tender”) and intends to award, under laid down organizational procedure, contract for “[\_\_\_\_\_]”.
- B. The Parties are interested to collectively participate in the Tender and submit Bid Documents to the Employer as against the Tender, in accordance with the terms and conditions of the Tender Document.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS AGREEMENT WITNESSES AS UNDER:

#### Article 1. Definitions

- 1.1. In this Agreement, capitalised terms, unless defined herein shall have the meanings ascribed to them under the Tender Document.

#### Article 2. Joint Venture (JV)

- 2.1. The Parties hereby irrevocably form a JV to participate in the Tender jointly and collectively as a “JV Bidder” (hereinafter “JV”).
- 2.2. The Parties hereby nominate [\_\_\_\_\_] being a Party hereto as the Lead Member of the JV (“Lead Member”). For the sake of brevity, the Parties other than the Lead Member shall be referred to as “Other Parties”.
- 2.3. The Other Parties hereby authorise the Lead Member to submit Bid Documents for and on behalf of the JV to the Employer in connection with the Tender. The Other Parties have executed an irrevocable power of attorney in favour of the Lead Member for the compliance of and fulfilment of terms and conditions contained in the Tender Document, for itself and on behalf of the Other Parties.
- 2.4. The Lead Member has verified all the credentials and Pre-Qualification criteria of each of the Other Parties and that none of the Parties do not suffer from any form of ineligibility as stated in the Tender Document and that there are no restrictions under the Applicable Laws for the Parties to participate in the Bid. The Lead Member represents and warrants to the Other Parties that the Lead Member’s credentials contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria. The Other Parties represent and warrant to the Lead Member that each of the other Parties of the JV contribute towards more than 25% (twenty-five percent) of the Pre-Qualification Criteria.
- 2.5. Bidder [\_\_\_\_\_] being a FOCE (as defined under the Tender Document) and/or being controlled by a foreign entity represents and warrants to the other Parties that the Bidder [\_\_\_\_\_] is



compliant with the terms and conditions stipulated in the Tender Document in connection with FOCE and/or entities having foreign shareholders.

[Note: Please delete Clause 2.5, if the JV does not have a FOCE]

- 2.6. The Other Parties agree to remain bound by the acts of the Lead Member in so far as submission of Bid Documents or participation in the Tender is concerned.
- 2.7. Neither the Lead Member nor any of the Other Parties shall participate in the Tender separately or through any other JV Bidder (whether incorporated or not).
- 2.8. The Lead Member and each of the Other Parties further represent and warrant to each other that:
  - 2.8.1. No prior approvals or clearances will be required from Governmental Authorities to fund the implementation of the Works;
  - 2.8.2. No agreement or contract shall be executed amongst themselves, other than the JV agreement or the joint venture agreement or any other agreement (by whatever name called) which shall be submitted to the Employer (setting out the manner and mode of implementation of the Works and the revenue sharing between the Parties);
  - 2.8.3. Each of them shall obtain their respective set of security clearances, permissions and approvals as required for participation in the Tender, under the JV; and
  - 2.8.4. Each of them shall cooperate with each other to ensure that the Lead Member is able to fulfil its obligations under this Agreement and the Tender Document.
- 2.9. Roles and Responsibilities of the Lead Member:
  - 2.9.1. The Lead Member shall collate all relevant documents from the Other Parties as required under the Tender and submit the same as part of the Bid Documents.
  - 2.9.2. The Lead Member shall make all payments required under the Tender Document for itself and on behalf of the Other Parties.
  - 2.9.3. The Lead Member shall ensure that the Lead Member and the Other Parties continues to comply with the Pre-Qualification Criteria.
  - 2.9.4. The Lead Member shall ensure that the Lead Member and the Other Parties continues to comply with the terms and conditions of the Tender Document including the Integrity Pact.
  - 2.9.5. The Lead Member shall submit to the Employer (i) a statement of inter-se allocation of work and responsibilities between the Parties vis-à-vis the Works; (ii) a statement of overlapping responsibilities and Work; (iii) a list indicating the extent of third-party dependency; (iv) a list of sub-contractors proposed to be engaged by the JV for the Works; and (v) statement showing availability of funds or provisions for funding the Works.
  - 2.9.6. The Lead Member shall keep the Employer informed if there is any change in the representations and warranties of the Parties and the decision of the Employer as to whether



the JV should continue with its participation in the Tender or not, will be binding on the Parties.

- 2.10. The Parties shall each use their good faith efforts to cooperate and work together to prepare and, if they mutually agree and the submission of such Bid in the Tender is authorized or requested in writing by the respective board of directors [or partners], submit a Bid in the Tender. Each Party shall provide all resources reasonably necessary to prepare and, if they mutually agree, submit the Bid. The Parties shall also use their good faith efforts to obtain and negotiate any financing necessary for or desired to be obtained in connection with the Works on terms mutually acceptable to the Parties. Each Party shall insure that the other Parties are provided the opportunity, where reasonably practicable, to participate in all substantive discussions and negotiations relating to the Tender including Pre-Bid Meetings organized by the Employer.
- 2.11. The Parties shall constitute a committee which shall be primarily responsible for all liaison activities with the Employer and other regulators in connection with the Tender. Such Committee shall also designate the necessary liaison officers for necessary coordination with the Employer.

**Article 3. Covenants**

- 3.1. Upon the JV being declared to be the lowest Bidder, the Parties agree to incorporate a special purpose vehicle which shall either be a limited liability partnership incorporated under The Limited Liability Partnership Act, 2008 or a company within the meaning of Companies Act, 2013. The shareholding or ownership interest of the Parties in the said special purpose vehicle shall be as follows:

#	Bidder	Ownership%
1	Bidder 1	[Minimum of 51%]
2	Bidder 2	[_____]
3	Bidder 3	[_____]

The modality (either a limited liability partnership or company as described above) and revenue sharing arrangement between the Parties shall be disclosed to the Employer by the Lead Member for and on behalf of the Parties. In the event, the Parties incorporate a company under the Companies Act, 2013, the Parties shall enter into a shareholders’ agreement between themselves which shall be incorporated in the charter documents of the special purpose vehicle in order to bind the Parties. In the event that the Parties decide to enter into a limited liability partnership, the Parties shall ensure that the partnership agreement executed between them is drafted in accordance with the terms of the Tender Documents.

- 3.2. Upon the JV being declared to be the lowest Bidder, the Parties agree that if the Letter of Intent issued by the Employer (or any Government Authority) requires any of the Parties to set up a branch office or project office near the Sites, the Party so directed shall comply with such directions.

[Note: Please delete Clause 3.2, if the JV does not have any foreign entity.]





- 3.3. Upon the JV being declared to be the lowest Bidder, the Parties agree to jointly and severally comply and fulfil the terms and conditions contained in the Letter of Intent issued by the Employer (or any Government Authority).
- 3.4. No amendment, modification, waiver of the shareholders' agreement, partnership agreement or charter documents of special purpose vehicles shall be permitted without express written approval of the Employer.

#### **Article 4. Joint and Several Liability**

- 4.1. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Works and in accordance with the terms of the Project Documents including the Tender.
- 4.2. The Parties shall be jointly and severally responsible to obtain all licenses, clearances, registrations, grants, approvals, concessions, permits, etc., in connection with their performances under the Tender and all compliances and obligations under such licenses, clearances, registrations, grants, approvals, concessions, permits, etc., shall also be the jointly and severally responsible of the Parties.
- 4.3. The Parties shall jointly and severally indemnify and keep indemnified the Employer from any losses arising out of or in connection with their activities connected to their participation in the Tender.
- 4.4. The Parties agree to comply with and remain in compliance with the terms and conditions of the Tender Document.

#### **Article 5. Miscellaneous**

- 5.1. This Agreement shall be effective from the date hereof and shall continue in full force and effect until the JV emerges as the Contractor or the JV is declared to be an unsuccessful Bidder by the Employer.
- 5.2. Each of the Parties agrees to work exclusively with the other Parties with respect to the Tender. No Party shall negotiate or initiate or continue discussions with (a) any other Person or entity or otherwise solicit, encourage (including by providing any information to), or enter into any agreement (written or oral) with, any other person or entity relating to the Tender.
- 5.3. All notices, requests and other communications to any Party hereunder shall be in writing and shall be deemed given when delivered personally, facsimiled (which is confirmed), emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the Parties at the following addresses:

To Lead Member

Address :

Fax :

Email :

Kind Attention :

To Bidder 2



Address :  
Fax :  
Email :  
Kind Attention :

To Bidder 3

Address :  
Fax :  
Email :  
Kind Attention :

The Parties agree that any Notice issued by a Party to another Party(ies) under this Agreement shall also have to be delivered personally, facsimiled (which is confirmed), emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the Employer at the following address:

Address :  
Fax :  
Email :  
Kind Attention :

- 5.4. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter of this Agreement.
- 5.5. Any amendment or alteration or modification to this Agreement or any part hereof shall have any effect, unless the Employer has approved the same in writing.
- 5.6. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 5.7. Nothing expressed or implied in this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities upon any person or entity other than the Parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.
- 5.8. This Agreement is governed by the laws of India, place of performance and the Courts of Visakhapatnam, Andhra Pradesh shall have exclusive jurisdiction with respect to any dispute or differences or interpretational issues arising between the Parties (including this Clause 7.2) arising hereunder.
- 5.9. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which shall constitute one and the same agreement and may be delivered by facsimile or other electronic means intended to preserve the original graphic or pictorial appearance of a document.

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



For and on behalf of the  
[Lead Member]

For and on behalf of the  
[Bidder 2]

For and on behalf of the  
[Bidder 3]

Authorised Signatory  
Name:  
Designation:  
Authorised by [\_\_\_\_] dated  
[\_\_\_\_]

Authorised Signatory  
Name:  
Designation:  
Authorised by [\_\_\_\_] dated  
[\_\_\_\_]

Authorised Signatory  
Name:  
Designation:  
Authorised by [\_\_\_\_] dated  
[\_\_\_\_]

**DAILY DREDGING REPORT**

PORT:

Attachment-A

DATE:

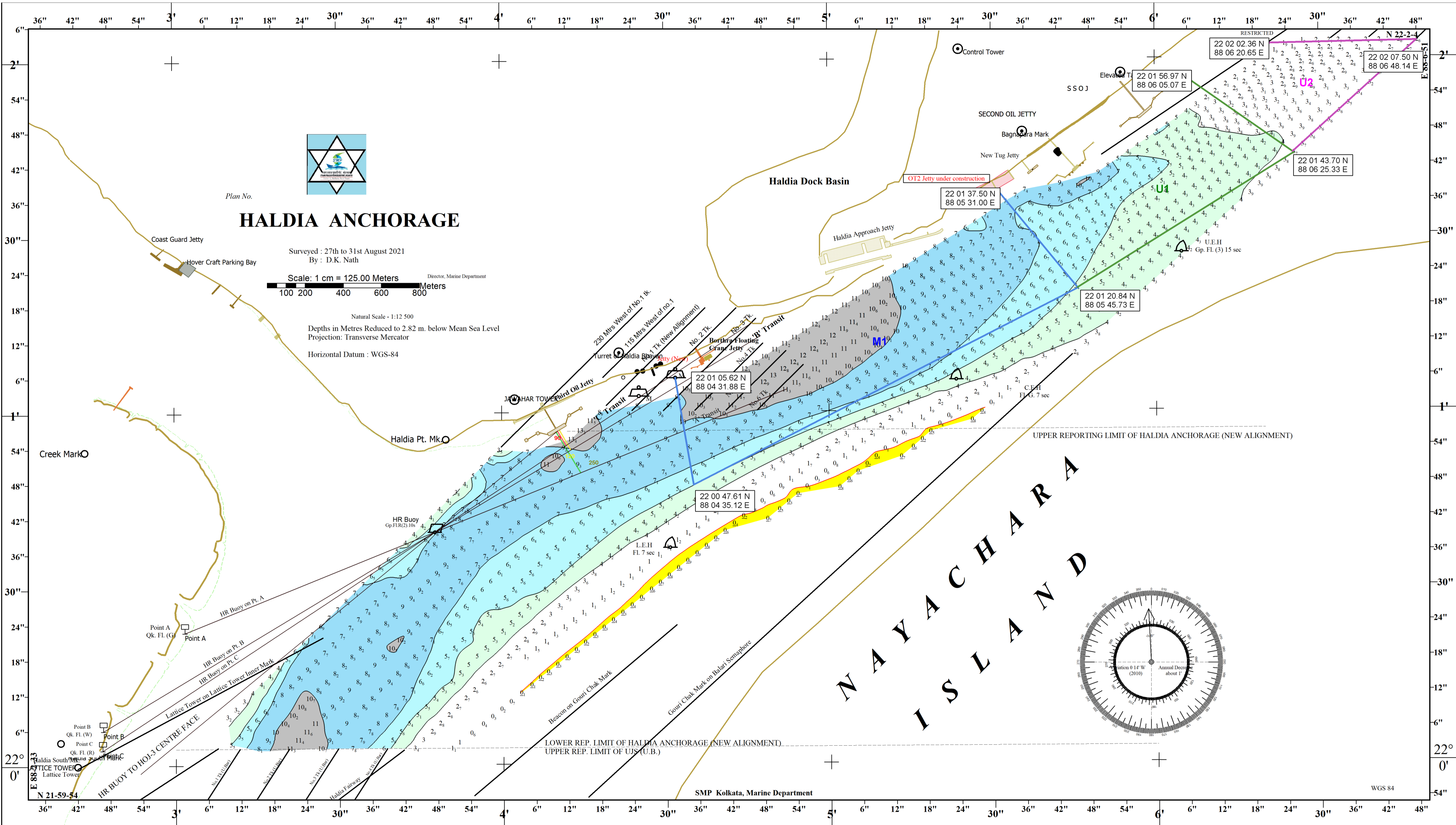
DREDGER:

Tidal information				Day----- Date-----	Mean Lt. Draft-----Mtrs	Week No:  DDR No.:
Location	High & Low water	Time	Height (in Mtrs)	Day of tide-----	Mean Lt Displacement-----Tons	
				Total Time worked-----	Hrs-----Min-----Sec	
				On hire -----	Off hire-----	

Sl. No.	Load No.	Location		Tide	Latitude		Dredging		Passage				Others		NHL (T)	HV (M³)	Distance (NM)	Remarks		
		Area	Track		From	To	Start	End	Load		Dumping		Empty						Start	End
									Start	End	Start	End	Start	End						
1																				
2																				
3																				
Total																				

Client Representative

Master



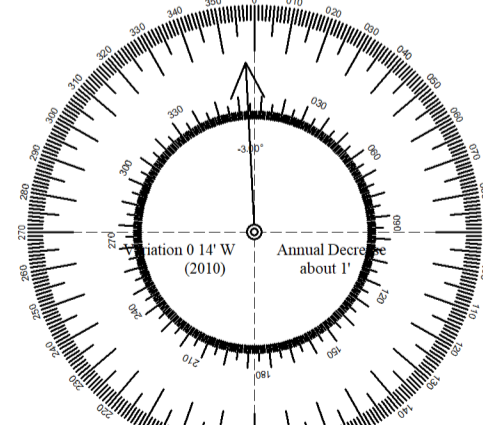
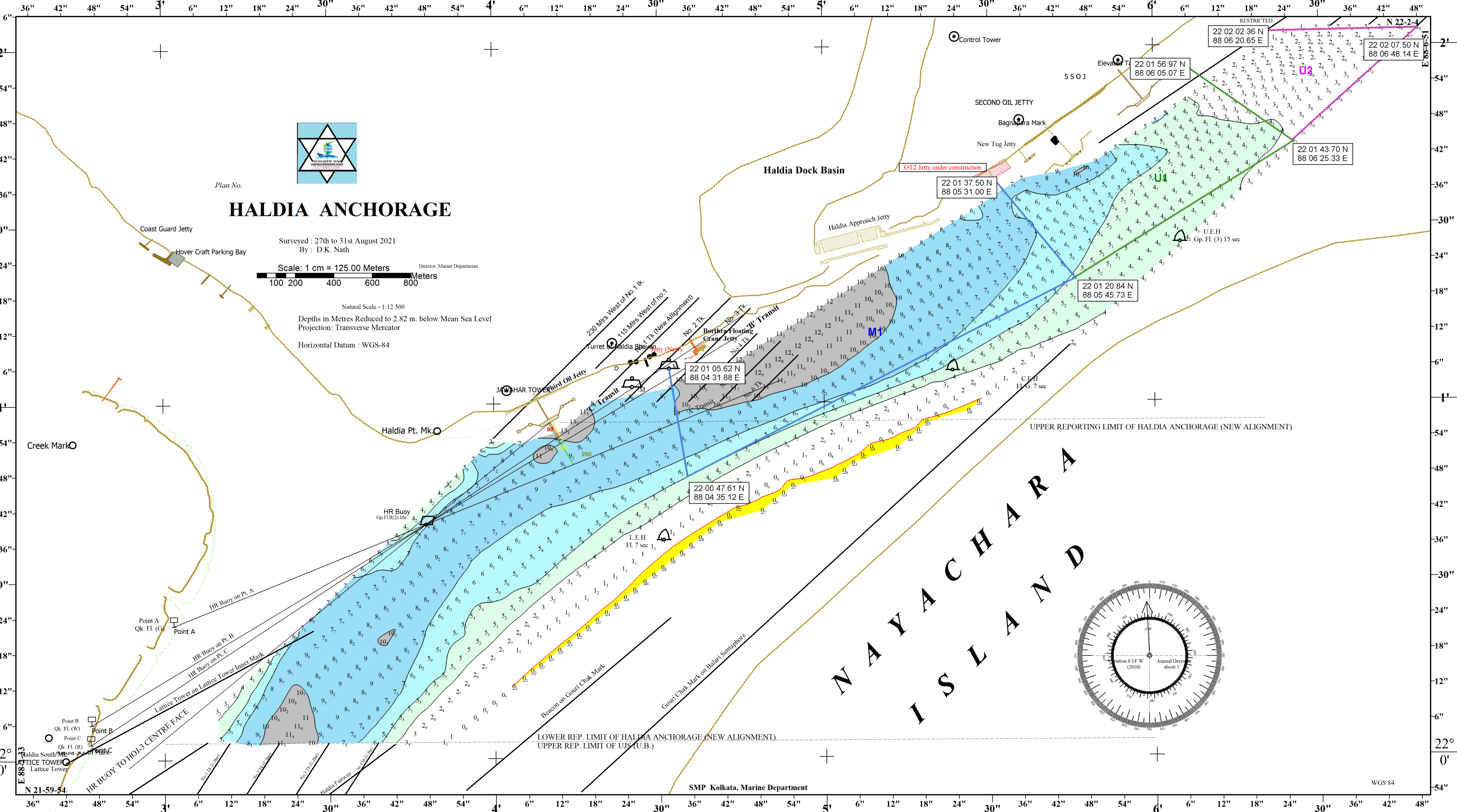
Plan No.

# HALDIA ANCHORAGE

Surveyed : 27th to 31st August 2021  
By : D.K. Nath

Scale: 1 cm = 125.00 Meters  
100 200 400 600 800 Meters

Natural Scale - 1:12 500  
Depths in Metres Reduced to 2.82 m. below Mean Sea Level  
Projection: Transverse Mercator  
Horizontal Datum : WGS-84



SMP Kolkata, Marine Department

WGS 84

LOWER REP. LIMIT OF HALDIA ANCHORAGE (NEW ALIGNMENT)  
UPPER REP. LIMIT OF UJS (U.B.)

UPPER REPORTING LIMIT OF HALDIA ANCHORAGE (NEW ALIGNMENT)

NAYACHARA ISLAND

Haldia Dock Basin

SECOND OIL JETTY

New Tug Jetty

O12 Jetty under construction

Haldia Approach Jetty

Coast Guard Jetty

Hover Craft Parking Bay

Haldia Pt. Mk.

Creek Mark

HR Buoy  
Gp. Fl. (R) 2, 10s

L.E.H  
Fl. 7 sec 1<sub>1</sub>

22 01 05.62 N  
88 04 31.88 E

22 01 37.50 N  
88 05 31.00 E

22 01 20.84 N  
88 05 45.73 E

22 01 56.97 N  
88 06 05.07 E

22 02 02.36 N  
88 06 20.65 E

22 02 07.50 N  
88 06 48.14 E

22 01 43.70 N  
88 06 25.33 E

Point A  
Qk. Fl. (G)

HR Buoy on Pt. B

HR Buoy on Pt. C

Lattice Tower on Lattice Tower Inner Mark

Point B  
Qk. Fl. (W)

Point C  
Qk. Fl. (R)

Haldia South  
Lattice Tower

Beacon on Gouri Chak Mark

Gouri Chak Mark on Balari's Semaphore

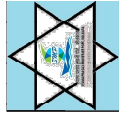
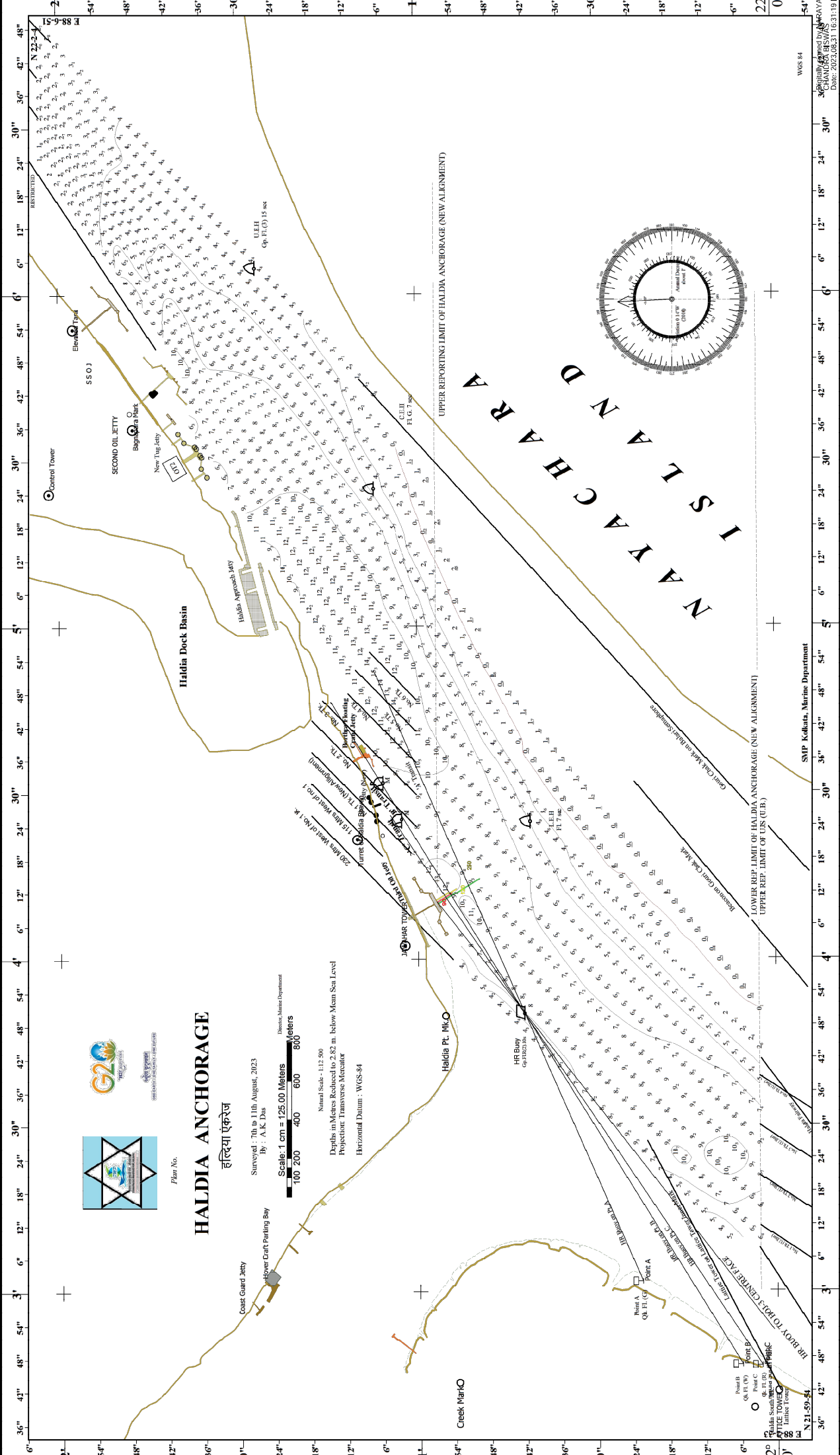
HR BUOY TO HO-3 CENTRE FACE

HR BUOY TO HO-3 CENTRE FACE

HR BUOY TO HO-3 CENTRE FACE

HR BUOY TO HO-3 CENTRE FACE

HR BUOY TO HO-3 CENTRE FACE



Plan No.

# HALDIA ANCHORAGE

हलदिया एंकरेज

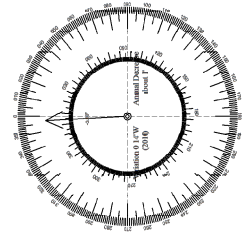
Surveyed: 701 to 11th August, 2023  
By: A.C. Das

Scale: 1 cm = 125.00 Meters  
100 200 400 600 800 Meters

Natural Scale - 1:12,500  
Depths in Meters Reduced to 2.82 m. below Mean Sea Level  
Projection: Transverse Mercator  
Horizontal Datum: WGS-84

WGS 84

Digitally signed by A.C. Das  
CHANDRA BASU/AN  
Date: 2023.08.31 16:31:19 IST



SMP Kolkata, Marine Department

LOWER REP. LIMIT OF HALDIA ANCHORAGE (NEW ALIGNMENT)  
UPPER REP. LIMIT OF US (U.B.)

UPPER REPORTING LIMIT OF HALDIA ANCHORAGE (NEW ALIGNMENT)

Point A  
OK Fl. (G)  
Point B  
OK Fl. (R)  
Point C  
OK Fl. (R)  
Point D  
OK Fl. (R)  
Point E  
OK Fl. (R)  
Point F  
OK Fl. (R)  
Point G  
OK Fl. (R)  
Point H  
OK Fl. (R)  
Point I  
OK Fl. (R)  
Point J  
OK Fl. (R)  
Point K  
OK Fl. (R)  
Point L  
OK Fl. (R)  
Point M  
OK Fl. (R)  
Point N  
OK Fl. (R)  
Point O  
OK Fl. (R)  
Point P  
OK Fl. (R)  
Point Q  
OK Fl. (R)  
Point R  
OK Fl. (R)  
Point S  
OK Fl. (R)  
Point T  
OK Fl. (R)  
Point U  
OK Fl. (R)  
Point V  
OK Fl. (R)  
Point W  
OK Fl. (R)  
Point X  
OK Fl. (R)  
Point Y  
OK Fl. (R)  
Point Z  
OK Fl. (R)



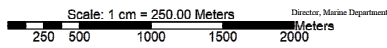
Plan No.

# UPPER JELLINGHAM SHOAL

अप्पर जेल्लिंगम शोल

SURVEYED : 7th to 11th August, 2023

By : A.K. Das

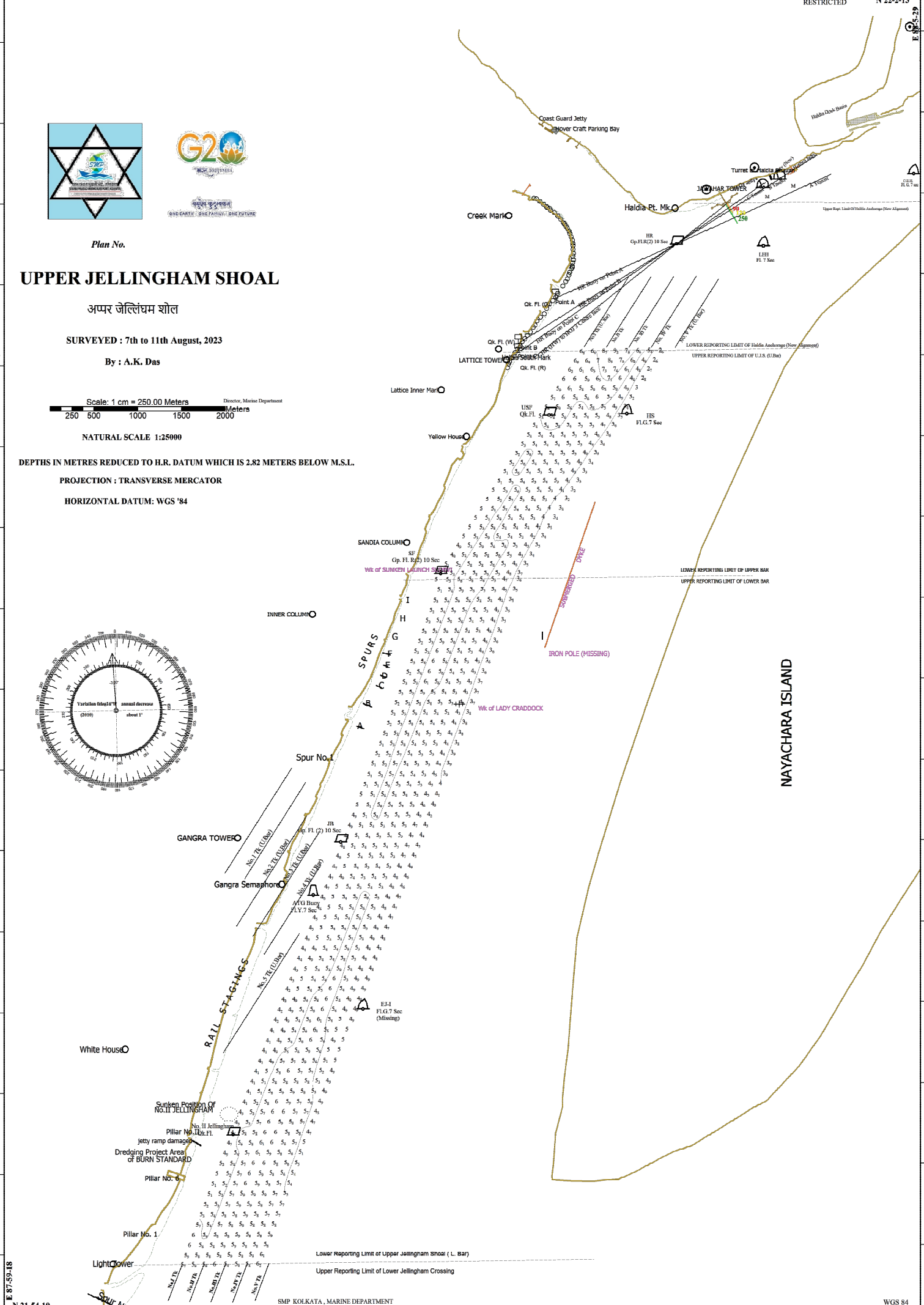
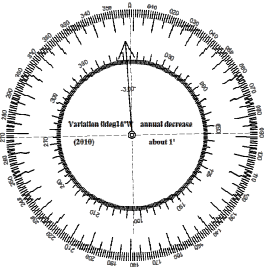


NATURAL SCALE 1:25000

DEPTHS IN METRES REDUCED TO H.R. DATUM WHICH IS 2.82 METERS BELOW M.S.L.

PROJECTION : TRANSVERSE MERCATOR

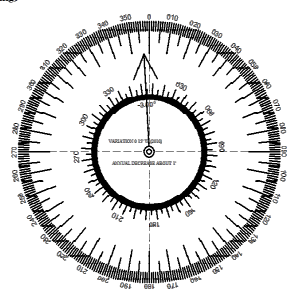
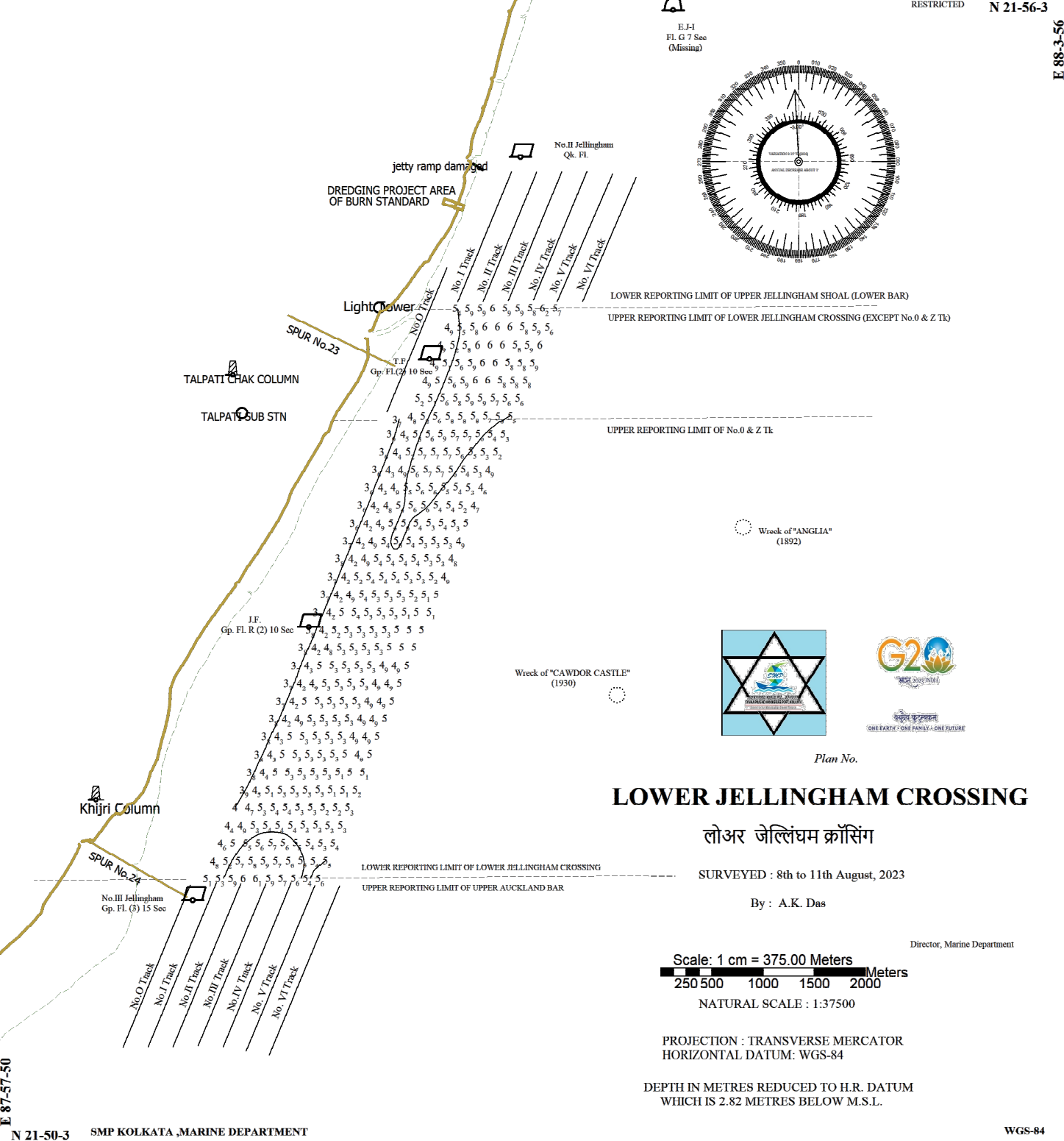
HORIZONTAL DATUM: WGS '84



E 87-59-48

N 21-54-10 SMP KOLKATA, MARINE DEPARTMENT WGS 84

58' 30" 59' 30" 88° 0' 30" 1' 30" 2' 30" 3' 30"



Wreck of "ANGLIA"  
(1892)



Plan No.

# LOWER JELLINGHAM CROSSING

लोअर जेल्लिंगम क्रॉसिंग

SURVEYED : 8th to 11th August, 2023

By : A.K. Das

Director, Marine Department

Scale: 1 cm = 375.00 Meters  
 250 500 1000 1500 2000 Meters  
 NATURAL SCALE : 1:37500

PROJECTION : TRANSVERSE MERCATOR  
 HORIZONTAL DATUM: WGS-84

DEPTH IN METRES REDUCED TO H.R. DATUM  
 WHICH IS 2.82 METRES BELOW M.S.L.

E 87-57-50 N 21-50-3 SMP KOLKATA, MARINE DEPARTMENT WGS-84





Plan No.

# SAGAR ROADS

Surveyed: 12th to 15th October 2022

By: K. Ganguly

Director Marine Department

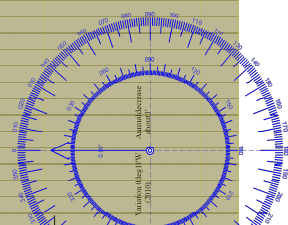
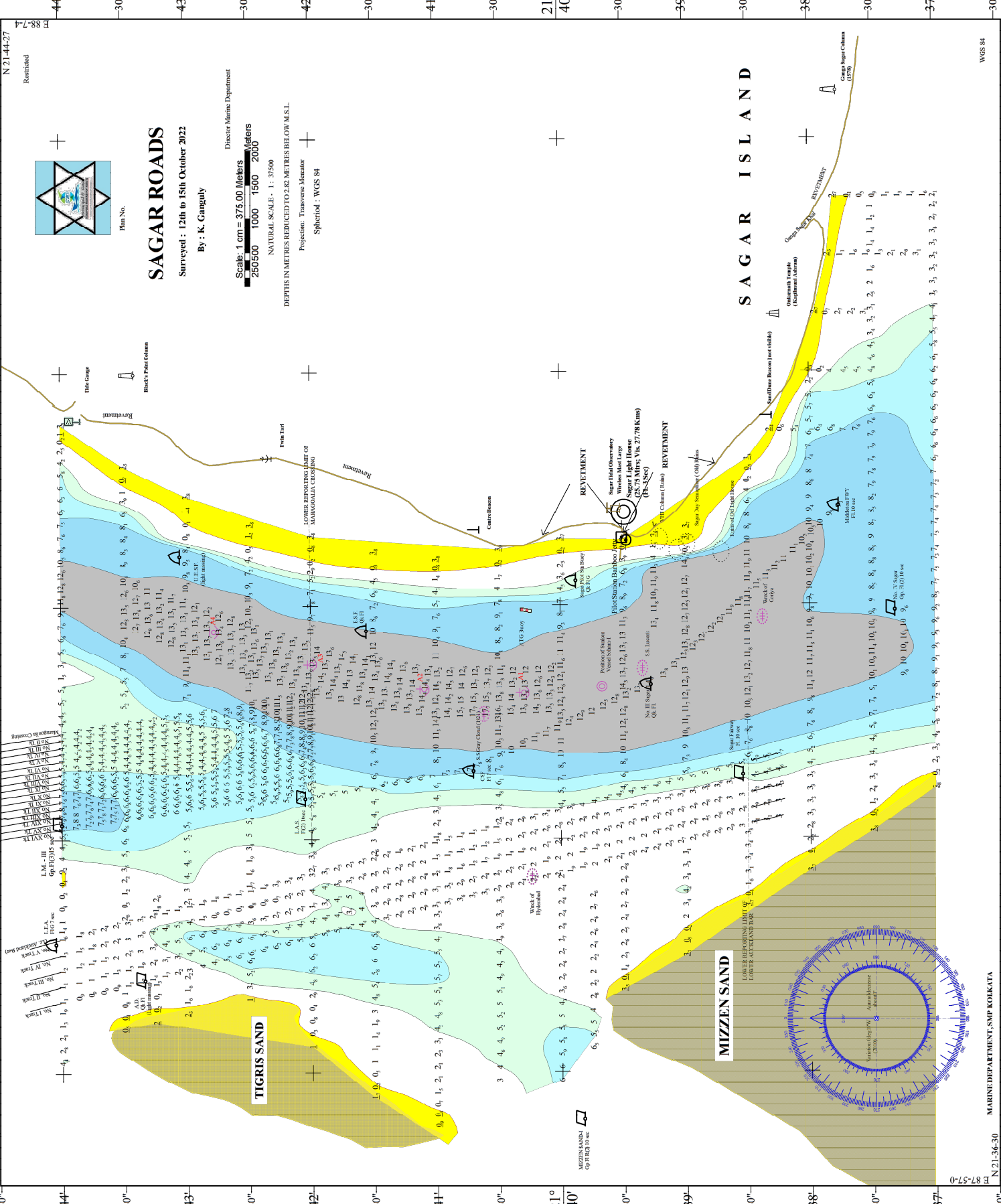
Scale: 1 cm = 375.00 Meters

NATURAL SCALE - 1: 37500

DEPTHS IN METRES REDUCED TO 2.85 METRES BELOW M.S.L.

Projection: Transverse Mercator

Spheroid: WGS 84



N 21-44-27  
E 88-74  
N 21-36-30  
E 87-57-0  
WGS 84  
MARINE DEPARTMENT, S.M.P. KOLKATA