

DREDGING CORPORATION OF INDIA LIMITED
WESTERN REGIONAL OFFICE
B-1, F2-B WING, SECTOR 10, VASHI
NAVI MUMBAI - 400703, MAHARASHTRA, INDIA

TENDER NO. DCI/WRO-M/JNPA/UA-MS/2024

Date: 30-04-2024

TENDER

FOR

“Hiring of services to carry out of Sub Bottom Profile & Side Scan Sonar Survey to locate and remove sinkers & other impediments/obstructions lying on/under the sea bed at Uran Anchorage of JNPA”





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Ref: DCI/WRO-M/JNPA/UA-MS/2024/

Date: 30-04-2024

**Dredging Corporation of India Limited
Vashi, Navi Mumbai-400073**

TENDER FOR

**“Hiring of services to carry out of Sub Bottom Profile & Side Scan Sonar
Survey to locate and remove sinkers and other impediments/obstructions lying
on/under the sea bed at Uran Anchorage of JNPA”**

DUE DATES:

1.	Availability of Bids in Employer's and e-procurement websites for downloading	:	30-04-2024 to 07-05-2024 upto 1700 Hrs.
2.	Last date of receipt of pre-bid queries by Employer from bidders through e-mail.	:	02-05-2024 upto 1800 Hrs. (no pre bid meeting, Bidders may send their queries to pomumbai@dcil.co.in & girishkumar@dcil.co.in)
3.	Date of uploading clarifications for pre-bid queries in Employer's and e-procurement websites	:	On or before 1800 Hrs. on 03-05-2024
4.	Last date of receipt of Bids by Employer (offline mode submission / hard copy)	:	07-05-2024 upto 1700 Hrs
5.	Opening of Technical bids	:	07-05-2024 at 1730 Hrs at DCIL, WRO-M Vashi office.

Reg. Gen. Manager (WRO-M)
Dredging Corporation of India Ltd.,
Western Regional-Mumbai, B-1, F2-B Wing, Sector 10,
Vashi, Navi Mumbai - 400703, Maharashtra, India.
E-mail ID: pomumbai@dcil.co.in

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

Ref: DCI/WRO-M/JNPA/UA-MS/2024

Date: 30-04-2024

Tenders (offline mode) in the prescribed proforma are invited by Dredging Corporation of India Limited (DCI/ DCIL/ Employer) in single stage two cover bidding procedure [Techno Commercial Bid and Financial Bid] from experienced, resourceful and bonafide firms with proven technical and financial capabilities for carrying out the work mentioned below:

1. Name of Work	:	Hiring of services to carry out of Sub Bottom Profile & Side Scan Sonar Survey to locate and remove sinkers and other impediments/obstructions lying on/under the sea bed at Uran Anchorage of JNPA.
2. Estimated Cost	:	Approx. Rs. 3,09,70,000/- (Rupees Three crore nine lakh and seventy thousand only) excluding GST @ 18%.
3. Estimated number of Marine sinkers	:	Approx. 40 nos.
4. Period of work / contract	:	The work shall be completed in 30 days, excluding mobilization period.
5. Mobilization Period	:	Within 07 days from the date of issue of LOI/ Work order
6. Earnest Money Deposit	:	Rs. 1,54,850/- (Rupees One Lakh fifty four thousand eight hundred and fifty only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender or in the form of Bank Guarantee as per format provided in the tender.
7. Cost of Tender Documents	:	Rs.5,900/- (Rupees five thousand nine hundred only) including GST (Non-refundable) in the form of e-challan (copy to be submitted along with technical Bid)
8. Bank Account for submission of Tender Cost/ EMD	:	Name of Beneficiary : DREDGING CORPORATION OF INDIA LIMITED Account No.: 35833070000014 IFSC Code: CNRB0013583 Account Type: CURRENT ACCOUNT Name of the Bank: CANARA BANK Branch address: DCIL Branch, Ground Floor, Dredge House, H B Colony Main Road, Seethammadhara, Visakhapatnam, Andhra Pradesh- 530022 MICR code:530015032, SWIFT Code: SYNBINBB032 GST No: 37AAACD6021B1ZB. (e- receipt to be submitted along with Technical bid) Bidders shall obtain confirmation for receipt of tender



		document Fee & Earnest Money Deposit from treasury@dcil.co.in and a copy of transaction details shall be submitted along with the bid.
9. Availability of bid documents	:	30-04-2024 to 07-05-2024 upto 1700 Hrs.
10. Due date for submission of bids	:	07-05-2024 at 1500 Hrs Dredging Corporation of India Limited, Project Office-Mumbai, Rainbow Association, B-1, F2-B Wing, Sector 10, Vashi, Navi Mumbai - 400703, Maharashtra, India.
11. Date and time of opening of technical bids	:	07-05-2024 at 1730 Hrs at DCIL, WRO-M, Vashi office
12. Websites for Downloading Tender Documents	:	www.dredge-india.com/tenders.html https://eprocure.gov.in/eprocure/app

13. Eligibility Criteria:

The bidder shall meet the following criteria to be considered eligible for participating in the tender:

13.1. Bidder shall possess experience of having successfully completed similar works during last seven years ending **March 2024**, of at least either one of the following:

➤ **Three** similar completed works each costing not less than the amount of **Rs. 1,23,88,000** excluding GST.

or

➤ **Two** similar completed works each costing not less than the amount of **Rs. 1,54,85,000** excluding GST.

or

➤ **One** similar completed work costing not less than the amount of **Rs. 2,47,76,000** excluding GST.

Note: Similar Work shall mean successfully completed work of “Removal of marine sinkers / navigational aids / buoys / sunken equipments / underwater submerged materials, etc.” in rivers/ sea/ lakes/ backwaters / ports/ harbour, etc.

13.2. Average Annual financial turn over during last 3 years ending **31st March 2024 or 31st March 2023** should be at least **Rs. 92,91,000** excluding GST.

13.3. Bidder/member(s) of JV/Consortium shall submit the relevant Tax Deducted at Source (TDS) certificate, reflecting the payments received from client against the work experience submitted in the bid.

13.4. The bidder shall possess the minimum equipment like Crane mounted pontoon, Tugs/Barges, Survey Boats etc., by absolute/ disponent/ hire ownership, which



shall be readily available for the project (equipment under procurement/yet to be delivered by Ship-builder are not considered as possession).

13.5. Not applicable.

13.6. Not applicable.

13.7. Bid can be submitted by an entity registered/ incorporated/ formed in India and operating under the rules of India. Bid shall be submitted as sole entity or Joint Venture(JV) /Consortium. In case of a JV/ Consortium:

- i. The Joint Venture / Consortium can be entered between two or three Indian registered firms only.
- ii. The lead member shall be a legal Indian Entity and should have highest share of participation in a JV / Consortium.
- iii. The minimum share of the Lead member shall be at least 51%, the minimum share of the 2nd member shall be at least 25% and share of the 3rd member shall be atleast 15%, with a total share of all the JV / Consortium members being 100%.
- iv. The eligibility criteria can be jointly met by the Joint Venture / Consortium. Value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for a single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value, equal or more than the minimum value required shall be aggregated.
- v. If Completion certificate submitted towards Experience for the work executed being a member in a JV/Consortium, then Value of work shall be considered proportionate to his share in that JV/Consortium.
- vi. There shall be a Joint Venture Agreement/ Memorandum of Understanding specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. A copy of the Joint Venture Agreement / MOU in accordance with requirements mentioned shall be submitted along with the bid. The Bidder has to submit documentary proof of "intent of forming JV / consortium" on INR 100 /- registered stamp paper at the time of submission of bid. The bidder is required to submit the Letter of Intent to enter into a JV / Consortium agreement should contain at least the following:

- Name of the Lead Partner



- Clearly mentioned Percentage share of JV / Consortium members adhering to clause mentioned above.
 - All the partners shall jointly and severally liable for the execution of the Contract in accordance with the Contract terms
- vii. The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the JV / Consortium, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the Lead Partner.
- viii. In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 03 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner-in-charge of the remaining JV / Consortium. The partner-in-charge shall, within 07 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Lead Partner, defined as such in the communication approving the qualification, defaults, it shall be construed as default of the Contractor and the Employer will take action under the Conditions of Contract.
- ix. Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause above, all the partners of the JV / Consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and /or for satisfactory completion of the Works.
- x. In case of a JV / Consortium, for availing the benefits of MSME, all the participating JV Members must be registered under MSME acts & relevant provisions and the proof of the same shall be submitted along with Bid to the extent as per the Government of India notifications in this regard.

14. Tender (Mode of submission – Offline)

This is an offline mode of submission of Tender and Interested eligible Tenderers/Bidders to download the bid documents from the e-tendering website-<https://eprocure.gov.in/eprocure/app>. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection. Bids should be submitted only offline mode i.e. in physical form as per tender at DCIL, WRO-M, Vashi office.

**15. 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 Two (02) sets of “Integrity Pact” to be executed between the bidder and Dredging Corporation of India Limited in a separate envelope super scribed “Integrity Pact” before due date and time of the tender. Bids not accompanied by a duly signed “Integrity Pact” shall be liable for rejection. IP would be implemented through either of the following Independent External Monitors (IEM) for this tender.

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

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

16. Power of Attorney

Power of Attorney duly notarized on Rs.100 non-judicial stamp paper, along with letter of submission, in Originals, in a sealed cover, shall be submitted before due date for submission of the tender at the DCI office as specified in this tender. Tenders without notarized power of attorney shall be considered irresponsive and are liable for rejection.

17. Mode of Submission of Bids

Tenderer shall submit his bid offline / physical form / hard copy only at DCIL, WRO-Mumbai, Vashi office. However, any charges applicable in connection with preparation/ submission/award of this bid, if any, shall be on the account of tenderer only.

18. Price Bid

Bidders are advised to submit their Price Bid(s) strictly as per the BoQ (in physical form / hard copy in separate sealed envelope) based upon the layout, technical specifications, drawings, terms and conditions contained in the bid document. The Financial Bid should contain the Bill of Quantities (Price Bid), which shall be submitted only in physical form / hard copy in separate sealed envelope along with the bid before due date and time of submission. Bids received after the stipulated last date and time for receipt of bids, due to any reasons will not be considered.



19. Queries

Bidders may-mail their bid related queries to the following e-mail ids and contact at the following address for clarifications regarding sale of Tender documents, submission, receipt of tender, etc:

Project Manager (WRO-M)
Dredging Corporation of India Ltd.,
Project Office-Mumbai, B-1, F2-B Wing, Sector 10,
Vashi, Navi Mumbai - 400703, Maharashtra, India.
Phone No. 9920453573
E-mail ID: pomumbai@dcil.co.in, girishkumar@dcil.co.in

20. DCI Reserves the right

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

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

Reg. Gen. Manager (WRO-M)



SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

21. Eligible Bidders

- 21.1. This Invitation for Bids is open to Indian Dredging/Marine/Geo-Investigation Contractors only who satisfy the conditions stipulated in the bid document.
- 21.2. 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.
- 21.3. 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
- 21.4. 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 51.

22. Cost of Bidding

- 22.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, including tendering portal charges if any 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

23. Content of Bidding Documents

- 23.1. The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), 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 Schedules
 - Proforma For Bank Guarantee for Earnest Money Deposit
 - Agreement Form
 - Performance Security Form
 - Qualification Requirements
 - f) Details of the equipments proposed for deployment
 - g) Integrity Pact
 - h) Drawings (if any)
24. The bidder is expected to examine all instructions, forms, drawings, 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.

25. Clarification of Bidding Documents

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

25. Amendment of Bidding Documents

- 25.1. 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.
- 25.2. The amendment will be hosted on above mentioned websites only. Respective bidders are requested to visit the website regularly.
- 25.3. 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

26. Language of Bid

- 26.1. 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.

27. Documents Comprising the Bid

- 27.1. 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**

- 27.2. The “Techno Commercial Bid” prepared by the Bidder shall comprise the following components:

- 27.2.1. A Bid Form except the Price Schedule completed in accordance with ITB Clause 28
- 27.2.2. A list of works tendered for and in hand/ being executed as on the date of submission of tender.
- 27.2.3. A detailed list of vessel(s)/ equipment available with the tenderer and which is proposed for deployment to suit the requirement of the work under consideration including their specifications.
- 27.2.4. Documentary evidence established in accordance with ITB Clause 31 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted, including audited balance sheet and profit & loss statement for the last three years ending 31st March 2024 / 31st March 2023.
- 27.2.5. The requisite Earnest money deposits for participating in the tender in the form of e-challan (e- receipt to be enclosed)/ Bank Guarantee furnished in accordance with ITB Clause 32. In case of Bank Guarantee submission towards EMD, the original as per format provided at form No. 3 shall be submitted in hard Copy to the Employer before due date for bid submission without which the bid shall be rejected.
- 27.2.6. Copy of PAN Card issued by Income Tax Authorities.
- 27.2.7. Copy of GST Registration Certificate.
- 27.2.8. Copy of Registration with Provident Fund Authorities.



- 27.2.9. Power of Attorney on Rs.100 non-judicial stamp paper, in favour of the person authorized to sign the tender document. Notarized Original of said Power of Attorney shall be sent to Employer to reach on or before due date & time specified for bid submission, without which bid is liable for rejection.
- 27.2.10. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
- 27.2.11. Information regarding any current litigation in which the tenderer/ bidder is involved.
- 27.2.12. Copies of original certificates of registration etc., of vessels / crafts proposed to be offered to Employer, including copy of the valid insurance policy covering H&M, Crew, Third Party coverage, War risk, wreck removal, oil pollution etc.
- 27.2.13. Copy of clear title of the ownership of the vessels / crafts proposed for deployment.
- 27.2.14. Not applicable.
- 27.2.15. 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**)
- 27.2.16. 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**)
- 27.2.17. The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid (**Annexure-II**).
- 27.2.18. The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved (**Annexure-III**).
- 27.2.19. Vender Code Creation form (**Annexure –IV**)
- 27.2.20. Downloaded Tender Document duly signed on all the pages by tenderer with office seal.
- 27.2.21. The bidders should sign and submit an “Integrity Pact” to be executed between the bidder and Employer in a separate envelope super scribed “Integrity Pact” before due date and time of the tender. Bids not accompanied by a duly signed “Integrity Pact” on Rs.100/- non-judicial stamp paper shall be liable for rejection.



Notarized Original of said Integrity Pact (02 sets) shall be sent to Employer to reach on or before due date & time specified for bid submission, without which bid is liable for rejection.

27.2.22. Not applicable.

28. Bid Form

28.1. The Bidder shall complete the Bid Form except the Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 27.2.1 of ITB, duly sign and submit the same in the “Techno-Commercial Bid”.

29. Bid Prices

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

29.2. The bidder shall quote his prices only in Price Schedule furnished in the bidding document and submit the same 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 conditions. Conditional tenders or tenders with counter conditions are liable for summarily rejections.

30. Bid Currencies

30.1. Prices shall be quoted in Indian Rupees only.

31. Documents Establishing Bidder’s Eligibility and Qualifications

31.1. Pursuant to IFB Clause 13 & ITB Clause 27, 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 to DCIL, WRO-Mumbai, Vashi office.

31.2. 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 submitted in the Bid in hard copy only.



- 31.3. The bidder should furnish the details of the vessels/ crafts / equipments proposed for hiring in Form No.7 of Section VI of Sample Forms. Tenders and supporting documents should be submitted through Hard copy only.

32. Earnest Money Deposit (EMD)

- 32.1. Pursuant to ITB Clause 27, the Bidder shall furnish, the Earnest Money Deposits by the way of e-challan as indicated in the tender to be submitted to the bank as detailed from any Scheduled or Nationalized Indian Bank or by the way of unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank as per enclosed sample.
- 32.2. 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 32.6.
- 32.3. The earnest money deposit submitted by way of bank guarantee shall be valid for forty five (45) days beyond the validity of the bid.
- 32.4. Any bid not secured in accordance with ITB Clauses 32 will be rejected by the Employer as non-responsive, pursuant to ITB Clause 41.
- 32.5. Unsuccessful bidders' earnest money deposits will be discharged or returned as early as possible, but not later than 45 days after the expiration of the period of bid validity prescribed by the Employer pursuant to ITB Clause 33 without interest. Successful bidder's EMD shall be discharged or returned upon fulfilling the requirements at ITB Clause 32.6, not later than 45 days of award of work.
- 32.6. 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 41.2 or
 - (b) In the case of a successful Bidder, if the Bidder fails:
 - (i) To sign the contract/execute contract Agreement in accordance with ITB Clause 49; or
 - (ii) To furnish performance security in accordance with ITB Clause 50.
- 32.7. In case of bidders submitting Bank Guarantee towards Earnest Money Deposit for the tender, Original "Bank Guarantee" towards EMD shall be submitted along with the Technical Bid in hard copy to "Regional General Manager, Project Office-Mumbai, B-1, F2-B Wing, Sector 10, Vashi, Navi Mumbai -



400703, Maharashtra, India” in Technical bid on or before due date and time of the tender submission. If the Original Bank guarantee towards EMD is not received by the above due date and time, the bids shall be liable for rejection. The Earnest Money Deposit shall not carry any interest.

33. Period of Validity of Bids

- 33.1. The Tenderer should keep open the validity of the Bid for **180 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/ letter by Employer is made before the expiry of the initial validity period of 60 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.
- 33.2. In case Employer asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 32 shall also be suitably extended.

34. Format and Signing of Bid

- 34.1. 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

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

- 35.1. The Technical Bid containing all requisite enclosures are to be submitted in hard copy to DCIL, WRO-Mumbai, Vashi office as “Techno Commercial Bid”.
- 35.2. The Financial Bid / Bill of Quantities (BOQ) containing only bid rates and amounts against each service are required to be submitted as “Financial/ Price Bid / Bill of Quantities (BOQ)”.
- 35.3. Both the above bids are to be submitted together in a single envelope superscribed with tender name & tender number 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 Quantities (BOQ) are not mentioned in any other document directly or indirectly.
- 35.4. Not applicable.

36. Deadline for Submission of Bids

- 36.1. Bids in physical form / hard copy must be submitted to DCIL, WRO-Mumbai, Vashi office specified under Invitation for Bids (IFB) not later than the time and



date specified therein. In the event of specified date for the submission of bids, being declared a holiday for the Employer, the due date for bid submission will be extended suitably by Employer.

- 36.2. Employer may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 25, 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.

37. Late Bids:

- 37.1. Any bid received by the Employer after the deadline for submission of bids prescribed by the Employer pursuant to ITB Clause 36 due to reason as mentioned in Cl. 36.1 will be rejected.

38. Modification of Bids

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

E. Opening and Evaluation of Bids

39. Clarification of Bids

- 39.1. 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.

40. Preliminary Examination

- 40.1. 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.
- 40.2. 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.
- 40.3. Prior to the detailed evaluation, pursuant to ITB Clause 41, the Employer will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 32), Applicable Law (GCC PART III Clause 75), and Taxes and Duties (GCC Part III Clause 77), Performance



Security (GCC Part III Clause 58) and Force Majeure (GCC Part III Clause 69) 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.

- 40.4. 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 nonconformity.

41. Evaluation and Comparison of Bids.

- 41.1. The Financial/ Price bid / Bill of quantities (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 quantities (BOQ) shall be notified in Employer's and e-procurement web-sites

- 41.2. 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 there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

- 41.3. Not applicable.

- 41.4. Bill of quantities BOQ shall be inclusive of all Port dues for plying in Port/ harbour waters, mobilizing & demobilizing of vessels/crafts, repairs, spares/stores, fuel including Lube oils and all consumable items for the vessels / crafts and bills should be submitted in duplicate, i.e. original with one copy.

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

- 42.1. 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.
- 42.2. 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

43. Post –qualification

- 43.1. 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.

- 43.2. 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.

44. Award Criteria

- 44.1. Subject to ITB Clause 47, 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 46 of ITB.

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

- 45.1. The quantity for Right to vary for contract shall be (+/-) 50%. Rates quoted should be valid and operative for the extendable period. In case of excess in quantity for which 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 rates quoted in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document. Employer reserves right regarding giving extension/ curtailment, deciding period of extension/ curtailment and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.

46. Curtailment:

- 46.1. In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving one-week notice. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 7 days notice by the Project Office, Mumbai 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/compensation towards balance work.

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

- 47.1. 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.



48. Notification of Award

- 48.1. Prior to the expiration of the period of bid validity, EMPLOYER will notify the successful Bidder in writing by registered letter or e-mail, to be confirmed in writing by registered letter, that its bid has been accepted.
- 48.2. The notification of award will constitute the formation of the Contract.

49. Signing of Contract

- 49.1. 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 07 days after issue of work order.

50. Performance Security

- 50.1. Within 07 days of the issue 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 49 or ITB Clause 50 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/ EMD.

51. Corrupt or Fraudulent Practices

The EMPLOYER requires that the Bidders/ Contractor observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the EMPLOYER defines, for the purposes of this provision, the terms set forth below as follows:

- 51.1. “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
- 51.2. “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;
- 51.3. 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
- 51.4. 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.

- 51.5. Furthermore, Bidders shall be aware of the provision stated in Clause 21.1 of the Instructions to bidders.

52. General:

- 52.1. Bid Documents are not transferable.
- 52.2. 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.
- 52.3. The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 52.4. All the Documents in the Bid shall be signed by bidder with office seal.
- 52.5. All Tender Documents shall be treated as private and confidential.
- 52.6. Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- 52.7. All correspondences must be made to the Regional General Manager (WRO-M), Dredging Corporation of India Ltd., Project Office, Rainbow Association, F2-B wing, Sector 10, Vashi, Navi Mumbai- 400703, Maharashtra, India, till placing of work order and to the Project Manager, DCIL, Project office Mumbai thereafter.
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SECTION – III GENERAL CONDITIONS OF CONTRACT (GCC) – PART I

➤ DEFINITION AND INTERPRETATIONS

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. “DCI” or “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.
- b. “Engineer” means the Project Manager of the Dredging Corporation of India Ltd or the officer authorized by him to act for and on his behalf.
- c. Engineer-in-Charge: Officer appointed by Engineer to be in charge of the execution of work.
- d. "Contractor" means the natural person, private or Government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement or his representative who is duly authorized to deal with the contract.
- e. “Sub Contractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the goods to be supplied or execution of any part of related services is subcontracted by the Contractor under intimation to the Employer.
- f. “Contract” means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Special Conditions, if any, drawings, specifications, Price Schedule and Schedules etc., any amendments/clarifications thereto, Letter of Acceptance (LOA) and the Contract Agreement entered into between DCI and the Contractor.
- g. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments there to.
- h. "Contract Price" means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deduction there from, as may be made pursuant to the Contract.
- i. “Specification” means the specification referred to in the Tender document and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Employer.



- j. "Site" means the land and other places on, under, in, or through which the work is to be executed or carried out and any other lands or places provided by the Employer for the purpose of the Contract together with such other places as may be specifically designated in the Contract as forming part of the site.
- k. "The Port" shall mean Jawaharlal Nehru Port Authority(JNPA) and adjacent waters.
- l. "Base Date" shall mean last date of submission of tender.
- m. Assignment: Contractor shall not assign the whole or part of the Contract 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 47 of ITB.
- n. Works" means the works to be executed in with the Contract.
- o. "Approved/Approval" means the approval in writing.
- p. "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer- In – Charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-In- Charge.
- q. "Tests on completion" shall mean such tests as are prescribed by the applicable Design Standards (latest editions), codes and described in the tender document, to be made by the Contractor before the equipment/items are supplied, delivered and taken over by the Port.

➤ RESOLUTION OF DISPUTES

- a. If any dispute or difference of any kind whatsoever arises between Contractor and DCI in connection with or arising out of the Contract Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Departmental Resolution Committee nominated by Chief General Manager / Managing Director of DCI will try to resolve the dispute in an amicable way with the consent of DCI Management.
- b. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Contractor or Employer may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced



unless such notice is given and the disputes herein shall be settled by arbitration under the provisions of Indian

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

GENERAL CONDITIONS OF CONTRACT PART II -ADDITIONAL CLAUSES:

53. General

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

54. Application

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

55. Standards

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

56. The Contract & General Obligations of Contractor:

56.1. 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.

- 56.1.1. The Indian Contract Act, 1872
- 56.1.2. The Major Port Trust Act, 1963
- 56.1.3. The Employees Compensation Act, 1923



- 56.1.4. The Minimum Wages Act, 1948
- 56.1.5. The Contract Labour (Regulation & Abolition) Act, 1970.
- 56.1.6. The Dock Workers' Act, 1948
- 56.1.7. The Indian Arbitration and Conciliation Act (1996)

56.2. Contractor to Execute Contract Agreement:

After issue of work order and within 10 days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement 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.

56.3. Interpretation of Contract Document – Engineers' Power

Several documents forming the contract are to be taken as mutually explanatory of one another.

56.4. 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.

56.5. Contractor's 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, GST etc to the appropriate authorities and other things of every kind required for the completion work.

56.6. Safety

Contractor is Responsible for safety of the vessels/ 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.

**56.7. 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.

56.8. 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 JNPA/ Employer and shall indemnify and keep indemnified the JNPA/ 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 JNPA 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.

56.9. 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.

57. Indemnify

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

- 57.1. The Contractor shall be deemed to have indemnified the EMPLOYER against all claims, demands, actions and proceedings and all costs arising there from on account of:
- 57.2. Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- 57.3. Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.



- 57.4. Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private Road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the EMPLOYER or any other person.
- 57.5. Damage / injury caused to waterway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- 57.6. The Contractor should make his own arrangements at his cost for a suitable berth during non-working time, repair and maintenance, breakdown and any other purpose etc. when the vessels/ crafts are not being engaged by EMPLOYER.
- 57.7. The vessels / crafts should be adequately lit as per Port/ Harbour rules/ Concern Authority norms and regulations and should have adequate lighting arrangements during operation.
- 57.8. The Contractor has to follow all safety regulations for un-interrupted execution of work.
- 57.9. In the event of the breakdown/ deficiency in vessels / crafts deployed, the Contractor has to replace the same within 07 days in case of major breakdown with the same completion schedule. The replaced vessels / crafts should not have much deviations in specifications as agreed previously and should be suitable for the intended works. In the event the Contractor fails to make arrangement for substitute vessels/ crafts, EMPLOYER will arrange a substitute at the risk and cost of the Contractor. No mobilization or de-mobilization will be paid for the substitute vessels/ crafts.
- 57.10. The vessels / crafts should be available for operations round the clock.
- 57.11. The rates quoted by the Contractor at BOQ shall include all running expenses of the vessels/ crafts including fuel, mobilization and de-mobilization, oil, grease, and wages of crew, port dues, and taxes except GST.
- 57.12. Work to Cause Minimum Possible Hindrance to Traffic Movement:
The work has to be carried out by the Contractor causing the minimum hindrance for any maritime traffic or surface traffic.

58. Performance Security

- 58.1. Within 07 days after issue of notification of award of the Contract or work order, the Bidder shall furnish Performance Security to EMPLOYER for the amount specified in the Special Conditions of Contract.
- 58.2. 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.
- 58.3. A sum equal to 10% of the contract value as indicated in work order, shall be deposited by the contractor by e-payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Pro-forma at Annexure enclosed. Bank Guarantee shall be valid till the completion of the contract including extended period if any plus 60 days thereafter. In case of any increase / decrease in value of the contract during the



currency of contract, additional bank guarantee for the same shall be submitted by the party.

- 58.4. At the option of contractor, EMD can be converted as part of Performance Security and balance performance security shall be submitted in the form of BG/e- payment to DCIL, Canara Bank as per account details given. In case of BG, same shall be extended suitably in line with Clause 58.3 of GCC.
- 58.5. In case the contract is further extended by giving additional quantity, sum equal to 10% of the contract value for the extended period of contract shall be deposited within 10 days after issuing a letter of extension of contract by EMPLOYER. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager.
- 58.6. The performance security will be discharged by the EMPLOYER and returned to the Contractor not later than Sixty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract upon submission of "No Dues – No Claim" by contractor.
- 58.7. In addition to Performance Guarantee, Retention money shall be deducted from running bills @ 5% of bill value subject to maximum of 5% of contract value. At contractor's option, BG can be submitted in advance towards Retention money, for a sum equivalent to 5% of contract value within 07 days of commencement of work and shall enhance the BG value in case of increase in contract value due to increase in quantity, so that payment will be made without deducting Retention money from RA bills. Validity of BG towards Retention Money shall be 60 days beyond work completion including extension if any.
- 58.8. Performance Security Deposit & Retention money will not carry any interest.
- 58.9. BG submitted against performance security and or retention money (deducted amount from bills or BG) will be discharged by the DCI and returned to the Contractor not later than sixty (60) days 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 and Retention money, contractor has to submit "No Dues – No Claim" Certificate to Project Manager, after completing the contract in all respects & receipt of final payment.

59. Insurance

- 59.1. Insurance of deployed equipment, men and material is completely on Party responsibility.



- 59.2. 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 JNPA to be issued.
- 59.3. 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.
- 59.4. 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 (Third Party Insurance) including Wreck removal/ Oil pollution.
- 59.5. 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)
- 59.6. The vessels / crafts shall have required number of life jackets, safety devices, fenders, anchors etc. The vessels/crafts along with crew shall be insured for any mishaps.
- 59.7. 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.
- 59.8. The contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurance at all times.
- 59.9. 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.
- 59.10. 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.

60. Payment:

- 60.1. The Contractor's request(s) for payment shall be made to the Project Manager, DCIL Project Office Mumbai, in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 60.2. The Bill for Services rendered will be scrutinized by Project Manager and forwarded to Head Office 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.
- 60.3. In addition to Performance Security, retention amount of 5% of bill will be deducted from monthly bill. The same shall be refunded without interest after final payment and submission of 'No Dues & No Claims' Certificate.



60.4. The payment will be made only for services provided as per Price Bid/ Negotiated Rates. Payment shall be made promptly by EMPLOYER within 15 days from the date of payment from JNPA subject to submission of tax invoice with all relevant supporting documentary proof and complete in all respects.

60.5. The bills for the payments to contractor for the work carried out shall be made upon receipt of the payments from the JNPA on back-to-back basis.

61. Prices

Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid subject to Clause 95 of SCC.

62. Change Orders

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

62.2. 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.

63. Contract Amendments

Subject to GCC Part II Clause 62, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

64. 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.

65. Subcontracts

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

66. Delays in the Contractor's Performance.

66.1. The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Employer.

66.2. 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.

- 66.3. Except as provided under GCC Part II Clause 69, 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 II - Clause 67, unless an extension of time is agreed upon pursuant to GCC Part-II Clause 66.2 without the application of liquidated damages.

67. Liquidated Damages

- 67.1. Subject to GCC Part II Clause 69, if the Contractor fails to perform the Services within the period(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 2% per week of the contract price for delay in mobilization/ completion of whole work subject to maximum 10% of the contract price. Once the maximum is reached, the Employer may consider termination of the Contract pursuant to GCC Part II Clause 68.

In case of completion of work as per schedule, the LD deducted will be refunded along with performance security.

68. Termination for Default

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

68.1.1. If the Contractor fails to provide the service within the specified time/ commence the work indicated at NIT/IFB , or within any extension thereof granted by the Employer pursuant to GCC part II Clause 66; or

68.1.2. if the Contractor fails to perform any other obligation(s) under the Contract.

68.1.3. if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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



68.2. In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Part II Clause 68.1, the Employer may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the Employer for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

69. Force Majeure

69.1. Notwithstanding the provisions of GCC Part II Clauses 66, 67, 68 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

69.3. If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

70. Termination for Insolvency.

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

71. Termination for Convenience

The Employer may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer’s convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of one week will be given.



Contractor shall be paid for the works executed as on date of Termination.

In case of termination of contract by JNPA, the same contract shall be terminated by Employer without any compensation.

72. Settlement of Disputes/ Arbitration clause

Refer to the conditions of GCC Part I.

73. Limitation of Liability:

Except in cases of negligence or willful misconduct, the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer.

74. 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.

75. Applicable Law

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

76. 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.



77. Taxes and Duties

- 77.1 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.
- 77.2 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.
- 77.3 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.
- 77.4 Any change in legislation during the contract period with regard to taxes, same will be applicable to this contract.
- 77.5 GST registration number of the contractor & DCIL shall be printed on the bill voucher. GST component should be shown separately on the bill which is only payable by DCIL.

78. 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.

79. Employment of Relatives:

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

80. 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 Registration Form and EMPLOYER shall not be responsible for any consequences for any change of email id by the Contractor.



81. Notices

- 81.1. 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.
- 81.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
82. The tenderer shall have to give a Certificate that the tenderer had not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid.
83. The tenderer shall have to give a Certificate that the Contractor shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.
84. As Employer is an ISO 14001:2004, (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.
85. 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 contractor's default as above, will be deducted from any payment due or becomes due to the contractor from this contract or from any other contract without prejudice to any other method of recovery.
86. All statutory clearances to be obtained by contractor at his own cost.
87. Contractor will be allowed to work 24 x 7 on all days.



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.

88. SCOPE OF WORK:

- a. Initially contractor has to remove sinkers and other impediments/obstructions lying on/under the sea bed at Uran Anchorage of JNPA which is visible or already demarked or by any other mode of visual identification.
- b. After removal of sinkers as per above, contractor to carry out of Sub Bottom Profile, Side Scan Sonar Survey & any other survey as required to locate/identify sinkers and other impediments/obstructions lying on/under the sea bed at Uran Anchorage of JNPA and submit report accordingly.
- c. The sinkers and other impediments/obstructions lying on/under the sea bed at Uran Anchorage of JNPA as identified/located after conducting survey as per above is also to be removed by contractor.

88.1. Particulars of work:

Sl. No.	Description of work	Estimated Quantity
1.	Locating and removal of ‘buoys tied with sinkers, concrete blocks’ etc weighing from 1 Ton to 3 Ton from sea bed at Uran Anchorage of JNPA and shifting/ repositioning/ transport it to the place as designated by JNPA / DCI within the 2-3 NM from Uran Anchorage and as per direction of JNPA by deploying suitable equipment like Crane Mounted Pontoon, Barges, Tugs, Divers, Men, Materials, etc, complete in all respects.	40 nos.
2.	Carrying out of “Sub Bottom Profile Survey” at demarcated area as shown in the drawing attached with the tender to locate concrete sinkers and other impediments/ obstructions lying on/under the sea bed and submission of detailed survey report by deploying suitable equipment, boat, men, materials, etc. complete in all respects.	01 (lumpsum)
3.	Carrying out of “Side Scan Sonar Survey” at demarcated area as shown in the drawing attached with the tender to locate concrete sinkers and other impediments/ obstructions lying on/under the sea bed and submission of detailed survey report by deploying suitable equipment, boat, men, materials, etc. complete in all respects.	01 (lumpsum)

Note: The number of sinkers provided in the above table is tentative and it may vary upto $\pm 50\%$. For quantities beyond $+50\%$, time extension shall be granted proportionately, with the concurrence of JNPA and if the quantities are below -



50%, contractor will not be entitled for any compensation for whatsoever reason. Data provided in this tender is internal assessment of DCI/JNPA and does not confirm the genuineness hence, Interested Bidders may visit the working site for their assessment of associated jobs before participating in the tender with their own cost.

- 88.2. Primary objective of the work is to remove all marine sinkers / buoys from the demarcated area of JNPA Uran Anchorage and make it free from all impediments / obstructions so as to allow safe anchoring by large sea-going vessels in the area.
- 88.3. Mobilize necessary equipments including floating crafts / barges / cranes, adequate skilled manpower, diving team, equipment for underwater inspection and survey.
- 88.4. Scope of work involves all the associated works like Mobilization, Demobilization, diving operations (the divers as selected/deputed for the work should be certified for carrying out such diving operations by appropriate authority/institution), Surveys by sub-bottom profiler & side scan sonar, Environmental Monitoring, Obtaining Permission for crafts, Other incidental works, etc. and rate quoted shall be inclusive of all.
- 88.5. The work will primarily comprise but not limited to the following :-
- a. Locate the embedded / submerged marine sinkers through sub-bottom profile & side scan sonar survey and by other appropriate means.
 - b. Remove all the marine sinkers (attached to the buoys or detached lying on the seabed). Any sinkers/impediments once identified, the same shall be removed by the contractor without fail.
 - c. An Under Water Clearance certificate shall be provided by the Contractor upon removal of all obstructions from JNPA Anchorage area of JNPA
- 88.6. The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications & Drawing and shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
- 88.7. It shall be open to the Project Manager to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Project Manager shall be final as regards the quality of materials and workmanship shall be binding on the Tenderer.



- 88.8 If the job requires to carry out any other type of survey or use of special equipments, then the same has to be done by the contractor for the completion of the work at no extra cost.
- 88.9 The removed sinkers in consultation with JNPA or the concerned fisherman has to be shifted & installed at a place within the vicinity of 2 to 3 nautical miles from JNPA Uran anchorage. No extra cost or additional charges will be paid for such transportations / shifting & placing of the marine sinkers in the said area and all cost associated to be include in the BOQ by the contractor.
- 88.10 The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted shall be inclusive of taxes, duties, freight, insurance, unloading, etc, and any correction shall be supported by the tenderer's signature there against.
- 88.11 **Project period:** 30 days shall be given to complete the entire work excluding mobilization & de-mobilization period (up to +50% no change in time period). Entire work to be completed within 30 days excluding mobilization period of 07 days from the date of issue of work order. If the quantity is more than +50%, extension of time period will be granted proportionately with the concurrence of JNPA, however, not beyond 15th June 2024. Time is essence of the contract and contractor to make sure that the contract is completed within the stipulated timelines.
- 88.12 Contractor has to supply all logistic support such as agency clearances, fresh water supply, supply of fuel, manning of crafts, materials, spare parts supply, arranging berths/ berth charges, craft maintenance etc. to his craft deployed at his own cost in line with statutory norms given by JNPA & statutory authority from time to time.
- 88.13 No other payment of any kind shall be made to contractor except as mentioned in BOQ quantities. No advance payment will be done to the contractor in any circumstances.
- 88.14 Contractor has to quote his rates for all the items in BOQ and quoted rates shall be inclusive of Mobilization & Demobilization, idle time, Fuel, Lube oil, grease, wages of crew, men and material, port dues, watch keeping, repair cost, spares cost, etc. all taxes, inclusive of all, except GST.
- 88.15 Contractor has to obtain all plying licences/necessary permissions for his vessels & other supporting crafts from JNPA/any statutory authority as necessary, at his own



cost. DCI will provide only documentary assistance if any required, in obtaining the same.

88.16 All the crafts, plants and machinery to be deployed at JNPA by the contractor(s) shall strictly adhere to the relevant IMO regulations, MARPOL convention 79/78 and other statutory regulations in addition to the JNPA regulations. And the proposed vessels/marine crafts for deployment shall have valid insurances as per statutory norms and contractor to indemnify Employer and JNPA from any damages, losses to properties of JNPA, Employer or any third party.

88.17 Adequate radio/ VHF communication system, all statutory requirements such as life saving appliances, firefighting appliances, etc. as per relevant rules should be available onboard at any given time.

88.18 No idle time charges shall be paid to the contractor for any of the reasons such as shipping movement, port operations, etc. or what so ever reason except for suspension of work by the Employer/JNPA. Under such suspension of contract for the period, Extension in time may be considered without any monetary compensation.

88.19 The contractor shall allow in his rates for any loss of working hours due to weather, surveying, position of crafts, shifting of vessels & 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/JNPA 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.

88.20 Contractor has to arrange all logistics such as boat, car supply, agency, running repairs/workshop at his own cost. Boat & car services have to be provided/ arranged on as and when required basis as per instructions of Employer/ JNPA to visit the site and vessels/marine crafts, at free of cost.

89. Payment Terms:

- a. Work will be carried out on number of sinkers being removed with proper supervision & supporting documents like photographs of removed sinkers and initially placing it on vessel for examination of DCI / JNPA representative. Only after the examination of individual sinkers is being done by the DCI / JNPA representative & properly recorded / documented the same, the sinkers then can be shifted / transported to the area of re-installing back in the area as per the requirement of JNPA / concerned fisherman. Payment against sub-bottom profile



survey and side scan sonar survey will be done only on submission of reports for the said survey by the contractor to Employer. Both sub-bottom profile survey and side scan sonar survey will be witnessed by DCI as well as JNPA representatives. An appropriate log sheet will be provided and to be maintained during the work in this regard.

- b. Final bill shall be preferred for the number of sinkers removed after the project completion period as per the items of Bill of Quantities/ schedule of rates and DCI shall release the payment within 15 days from the date of receipt of payment from JNPA subject to submission of tax invoice with all supporting documents and complete in all respects. In case of extension of project duration, the interim bill on monthly basis may be raised after consulting JNPA.

90. Interest on Delayed Payments:

- a. No interest on delayed or disputed payments or any other payments shall be payable for any reasons whatsoever.

91. Price Variation:

Not Applicable.

92. Idle time charges:

No idle time charges shall be paid for any reason whatsoever.

93. Taxes:

- a. Rates quoted shall be inclusive of all taxes, royalties, fees, port dues, wharfage, berthage, IT, WCT, etc. except for GST which shall be paid extra over quoted rates.

94. Consequential Damages:

- a. Neither party shall be liable to the other for, and each party hereby agrees to protect, defend and indemnify the other against any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this contract, including, but not limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance, except those specifically provided for this contract.
- b. Project Manager, DCIL shall coordinate with the Contractor and vice-versa for site related issue.

95. The contractor has to provide vehicle/ routine boat as and when required basis as per instructions of Employer/ JNPA to visit the site and vessels.



- a. The equipment / vessels deployed shall be suitable to operate in Jawaharlal Nehru Port (JNPA) and Mumbai Port (MbPA) waters and shall follow the regulations & norms of the said Ports.
- b. The necessary clearances from JNPA and other statutory agencies with regard to entry/ exist of the vessels shall be to the account of contractor during entire contract period/ extended period if any.

96. Environmental Control:-

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

97. Compliance with Statutory Requirements (GCC Part III Clause 76)

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.

98. 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 along with 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.

99. Notices (GCC Clause 81)

GCC 28.1—Contact address for notice purposes:

- (i) Employer/ Dredging Corporation of India Limited:



**REGIONAL GENERAL MANAGER
DREDGING CORPORATION OF INDIA LTD.
WESTERN REGIONAL OFFICE- MUMBAI
Project Office-Mumbai, B-1, F2-B Wing, Sector 10,
Vashi, Navi Mumbai - 400703, Maharashtra, India.
PHONE No. 9949825218**

E-mail: pomumbai@dcil.co.in & rgm.mumbai@dcil.co.in

After placing work order:

**PROJECT MANAGER,
DREDGING CORPORATION OF INDIA LTD.,
F-2, B-WING, Flat No. B-1, RAINBOW ASSOCIATION,
SECTOR-10, WASHI, NAVI MUMBAI – 400 703.
Mob: 9920453573
Email: pomumbai@dcil.co.in & girishkumar@dcil.co.in**

(ii) Bidder :

As provided in the Vendor Registration Form

100. Sunken Equipment:

If any equipment (floating or otherwise) belonging to the Contractor or Sub-contractor or any material or things therein or thereafter sink from any cause whatsoever, it shall immediately be reported by the Contractor to the Competent Authority and Contractor shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as port/ Employer may direct.

The fact that the sunken equipment, material or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Contractor from his obligations under this clause to raise and remove the same.

Until such sunken equipment, material or things have been raised and removed, the Contractor shall set such buoys and display at night such lights and do all such things for the safety as may be required by the Competent Authority/ port/ Employer.

In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, the port/ Employer may cause to set buoys and display at night lights on such equipment and raise and remove the same without prejudice to the right of the port/ Employer to hold the Contractor liable and all expenses and consequences thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from him as a debt by the port/ Employer or may be deducted by the port/Employer from any money due or which may become due to the Contractor.

101. 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) originals as per the Annexure V. This Integrity Pact will form part of the Tender Document.



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



SECTION - V TECHNICAL SPECIFICATIONS

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



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.

Vender Registration Form Pan No. GST No. & Bank details etc.

Integrity Pact (As per Annexure V)



Form No. 1: Bid Form

(to be submitted in Technical bid only)

Date: _____

To:

The Dredging Corporation of India Limited,
Project Office-Mumbai, B-1, F2-B Wing, Sector 10,
Vashi, Navi Mumbai - 400703, Maharashtra, India.

Gentlemen:

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

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

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

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

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

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

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

Dated this _____ day of _____ 2024.

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____



Form No. 2. PRICE SCHEDULE

(To be submitted in Price bid only)

PREAMBLE TO PRICE BID

1. The items given in the Bill of Quantities are to carry out of Sub Bottom Profile & Side Scan Sonar Survey to locate and remove sinkers and other impediments/obstructions lying on/under the sea bed at Uran Anchorage of JNPA.
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, mobilization & demobilization, men and material, watch keeping, repair cost, spares cost, idle time charges, all taxes but excluding GST.
5. Bidders to note that, the item(s) in the BOQ must be filled. In case if any BOQ item is not quoted by bidder, then the bid will be considered as invalid and shall be rejected.

**BILL OF QUANTITIES / SCHEDULE OF PRICES**

Name of the work: **Hiring of services for carrying out of Sub Bottom Profile and Side Scan Sonar Survey and Removal of sinkers and other impediments/obstructions lying on/under the sea bed at Uran Anchorage of JNPA**

Sl. No.	Description	Unit	Estimated Quantity	Rate incl. all Taxes except GST (INR)		Total Amount (INR)
				in figure	in words	
A	B	C	D	E	F	G = DxE
1.	Locating and removal of 'buoys tied with sinkers, concrete blocks' etc weighing from 1 Ton to 3 Ton from sea bed at Uran Anchorage of JNPA and shifting/ repositioning/ transport it to the place as designated by JNPA / DCI within the 2-3 NM from Uran Anchorage and as per direction of JNPA by deploying suitable equipment like Crane Mounted Pontoon, Barges, Tugs, Divers, Men, Materials, etc, complete in all respects. The rate should be quoted considering all the costs involved but excluding of GST which will be paid separately.	Nos.	40			
2	Carrying out of "Sub Bottom Profile Survey" at demarked area as shown in the drawing attached with the tender to locate concrete sinkers and other impediments/ obstructions lying on/under the sea bed and submission of detailed survey report by deploying suitable equipment, boat, men, materials, etc. complete in all respects. The rate should be quoted considering all the costs involved but excluding of GST which will be paid separately.	LS	01			
3	Carrying out of "Side Scan Sonar Survey" at demarked area as shown in the drawing attached with the tender to locate concrete sinkers and other impediments/ obstructions lying on/under the sea bed and submission of detailed survey report by deploying suitable equipment, boat, men, materials, etc. complete in all respects. The rate should be quoted considering all the costs involved but excluding of GST which will be paid separately.	LS	01			
	Total (excluding GST)					



NOTE:

- a) The quantities mentioned in the above BOQ is only indicative, may vary +/-50%. However, the actual number of marine sinkers will be ascertained from sub-bottom profile survey, side-scan sonar survey & additional any other methods for locating/identification of marine sinkers.
- b) The actual number of marine sinkers examined & confirmed by Employer/ JNPA will be paid on back-to-back basis (Upon receipt of payment from JNPA)
- c) The quoted rates shall be inclusive of Mobilization & Demobilization, Fuel, Lube oil, men and material, watch keeping, diving, repair cost, spares cost, all taxes, but excluding GST.



Form No. 3 BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be submitted with Technical Bid)

Bank Guarantee No.

Date

To

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

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

KNOW ALL MEN by these presents that we, (Bankers full address)

(Hereinafter called “the Bank” is bound unto the Corporation for the sum of Rs...../- (Rupeesonly) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs...../- (Rupeesonly) and will remain in force upto 135 days from the date of opening of tender, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the



Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of2024

For

.....

(Indicate Name of the Bank)

**Form No. 4 FORM OF CONTRACT AGREEMENT**

(to be executed with successful bidder)

This agreement made this _____ day of _____ BETWEEN the
....., a body corporate under having its registered office
at (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 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
 - The Letter of Acceptance
 - The Tender submitted by the Contractor
 - Instructions to Tenderer
 - Conditions of Contract
 - Specification for the Works
 - Price Bid



- Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
- 3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
- 4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the “Contract Price” of Rs. _____ (Rupees _____) at the times and in the manner prescribed by the Contract.

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

Signed and sealed by:

CONTRACTOR

Signature :

Name :

Designation :

Seal :

Signature:

Name :

Designation:

Seal :

In the presence of

Witness

Signature

Signature

Name & Address:

Name & Address:

Encl: Contract data



Format for Contract Data

NOT APPLICABLE



Form No. 5 FORM OF BANK GUARANTEE BOND
(IN LIEU OF PERFORMANCE SECURITY)

(To be submitted by successful bidder)

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 Corporate office, H.B. Colony Main road, Seethammadhara, Visakhapatnam – 530022 India (herein after called the “DCI”) having agreed to exempt M/s having its Registered Office at(herein after called the said “Contractor” from the demand under the terms and conditions of an Agreement / Contract / Work Order datedmade 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 exceedingagainst 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. Wefurther

(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 acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to(..... Only).

Dated theday of2024.



Form No. 6 Qualification Requirements

(To be submitted in Technical bid)

A) Financial Qualification:

The bidder should furnish

- i) Audited balance sheet for the last three years as required under Clause 27.2.4 of ITB.

B) Technical Qualification:

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

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



Form No. 7 Details of the Equipments

NOT APPLICABLE



SECTION - VII CHECK LIST FOR TECHNO-COMMERCIAL BID

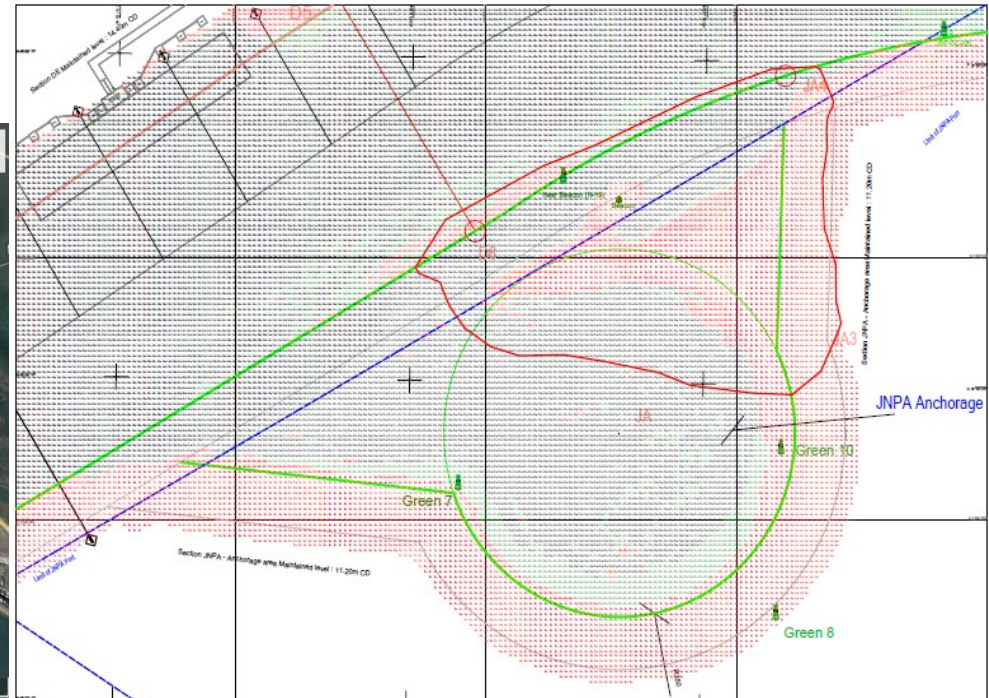
1. A Bid Form except the Price Schedule
2. A list of works tendered for and in hand/being executed as on the date of submission of tender.
3. A detailed list of vessels / equipment available with the tenderer and which are proposed for deployment for the work.
4. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - Audited balance sheet for the last three years;
 - Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:
 - Brief description of the work
 - Contract amount
 - Time limit for completion
 - Whether the work has been completed within the stipulated time.
 - Whether any liquidated damages have been levied.
5. Earnest money deposit in the form of
 - e- challan
 - Bank Guarantee
6. PAN Number
7. Registration with Provident Fund Authorities
8. Vender Registration Form
9. Integrity Pact: The Integrity Pact has been included to the subject Tender and is to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 2 (Two) as per the Form 10. This Integrity Pact will form part of the Tender Document
10. Power of Attorney on non-judicial stamp paper, in favour of the person authorized to sign the tender document.
11. 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.



12. Information regarding any current litigation in which the tenderer is involved.
13. Copies of original certificates of registration etc. of the vessels/crafts proposed to be offered to DCI including copy of the existing insurance policy covering the Hull, crew and third party.
14. Copy of clear title of the ownership of the vessels/crafts. If the tenderer is not the owner of the vessels/crafts, necessary documents in support of the authorization granted by the owner of the vessels/crafts to the tenderer to offer and operate the vessels/crafts by the tenderer. (This authorization shall be executed on a stamp paper duly notarized).
15. Downloaded/ Purchased Tender Document duly signed with office seal on all the pages by tenderer.



SECTION - VIII DRAWINGS



Area of work highlighted with red colour border



Annexure-I–PROFORMA – Declaration of Relatives

Date:

To

The Regional General Manager (WRO-M)
Dredging Corporation of India Limited,
Project Office-Mumbai, B-1, F2-B Wing, Sector 10,
Vashi, Navi Mumbai - 400703, Maharashtra, India.

Sir,

Sub: To carry out of Sub Bottom Profile & Side Scan Sonar Survey to locate and remove sinkers and other impediments/obstructions lying on/under the sea bed at Uran Anchorage of JNPA

A. With reference to your Tender No. DCI/WRO-M/JNPA/UA-MS/2024 dated: _____ and as per Clause No. 27.2.15 of 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 Shipping, 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 Regional General Manager (WRO-M)
Dredging Corporation of India Ltd.,
Project Office-Mumbai, B-1, F2-B Wing, Sector 10,
Vashi, Navi Mumbai - 400703, Maharashtra, India.

Sir,

Sub: To carry out of Sub Bottom Profile & Side Scan Sonar Survey to locate and remove sinkers and other impediments/obstructions lying on/under the sea bed at Uran Anchorage of JNPA

A. With reference to your Tender No. DCI/WRO_M/JNPA/UA-MS/2024 dated. _____ and as per Clause No.27.2.16 of 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 Clause No. 27.2.17 of 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 –Declaration with regard to any litigation

Date:

To
The Regional General Manager (WRO-M)
Dredging Corporation of India Ltd.,
Project Office-Mumbai, B-1, F2-B Wing, Sector 10,
Vashi, Navi Mumbai - 400703, Maharashtra, India.

Sir,

Sub: To carry out of Sub Bottom Profile & Side Scan Sonar Survey to locate and remove sinkers and other impediments/obstructions lying on/under the sea bed at Uran Anchorage of JNPA

- A. With reference to your Tender No. DCI/WRO-M/JNPA/UA-MS/2024 dated. _____ and as per Clause No _____ of Instructions to Bidders of Contract, we hereby certify that, we do not have any current litigation with any party/firms.

‘or’

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

1.....

2.....

3.....

4.....

Thanking you,

Yours faithfully,

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

**Annexure –IV - VENDOR REGISTRATION FORM**

1.	Vender Details		
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 consortium, the Integrity Pact shall be signed by all the partners or consortium 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. DCI/WRO-M/JNPA/UA-MS/2024, dated: _____.2024. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s).

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

Section 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 known prejudiced persons.

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

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

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

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

The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to 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 declares that no previous transgressions occurred in the last three with any other company in any country confirming to the anti-corruption approach or with any Public Sector Undertakings / Enterprises in India that could justify his exclusion from the tender process.

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 inconformity 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 consortium, this agreement must be signed by all partners or consortium 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: _____

(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness 1 :

(Name & Address)



Date: _____

Witness 2 :

(Name & Address)
