DREDGING CORPORATION OF INDIA VISAKHAPATNAM

DCI/FIN/INS/P&I/2025-26

Date.05.02.2025

CORRIGENDUM NO 01

The following amendments are hereby authorized in the Tender reference No: FIN/INS/P&I/2025 dt 31.01.2025 for P & I Insurance for DCI fleet of vessels.

Sl. No	Item	Original Description	Amended Description
1.	Clause no 26 of General & Special Conditions of the contract	"A Performance Bank Guarantee of 10% of the total premium shall be paid within 7 days from the receipt of the service order "	NIL
2.	Clause no 5(b) in General Instructions to Tenderers forming Part of Technical offer	"The current financial rating of these companies shall not be less than "AA" as per Standard & Poor.	"The current financial rating of these companies shall not be less than "A" as per Standard & Poor.

All other terms of NIT shall remain unchanged.

Sd/-

TENDER DOCUMENT

INVITING BIDS FOR P & I INSURANCE FOR DCI FLEET OF VESSELS

ADDRESS TO WHICH TENDER DOCUMENTS ARE TO BE DISPATCHED

DGM (FIN) (INS) 3RD FLOOR DREDGING CORPORATION OF INDIA LTD DREDGE HOUSE, HB COLONY SEETHAMMADARA VISAKHAPATNAM- 530022

LAST DATE OF RECEIPT OF TENDER DOCUMENTS AT THE ABOVE ADDRESS: 12.02.2025 at 15:00 HRS

DATE OF OPENING OF TECHNICAL BIDS AT THE ABOVE ADDRESS: 12.02.2025 at 15:30 HRS

SCHEDULED DATE OF OPENING OF PRICE BIDS:

NOTICE INVITING TENDER

Sealed Tenders are invited as under:

Ι	Name of the Work	P & I Insurance
II	Eligible parties and pre-	Reputed parties having experience in carrying out work
	qualification criteria	as per captioned subject for Companies, PSU's, Govt
	4	bodies etc.
		Only parties who satisfy and comply with the Pre-
		Qualification criteria as stated in this tender document
		will be technically qualified. Only those parties who are
		technically qualified will be considered for opening of
		price bids.
III	Method of evaluation for	The price bids of technically qualified bidders will be
	technically qualified bidder:	opened and evaluated on the basis of the lowest offer
		(L-1) received as per the amounts quoted in price bid
		separately.
IV	Scope of work & Technical	Providing Protection & Indemnity Insurance cover
	Specifications	for fleet of vessels of Dredging Corporation of India
		Ltd for the policy year from 21-02-2025 to 20-02-2026
		with a rollover option of two times of one year each at
		mutual consent basis with the same rates, terms and
		conditions of the tender.
V	Cost of Tender Document	Nil
VI	Single Cover/ TwoCover	Two Cover system - to be submitted in a sealed
		cover
VII	Place of obtaining	Downloading from website, addresses of which
	tender documents	are given below or collecting from FINANCE
		INSURANCE DEPARTMENT, DREDGING
		CORPORATION OF INDIA LIMITED, DREDGE
		HOUSE, HB COLONY, SEETHAMMADARA
		VISAKHAPATNAM - 530022. However, the
		tenderer has to verify the website for any corrigendum
		etc before submitting the tender.
VIII	Website for downloading tender	Can be downloaded from DCI website www.dredge-
IV	documents	india.com and <u>www.eprocure.gov</u> .in
IX X	Last date for receipt of tenders Address to which tender	Up to 1500 hrs. on 12.02.2025
Λ	Address to which tender documents are to be sent	DGM (FIN)(INS) FINANCE DEPARTMENT
		DREDGING CORPORATION OF INDIA LIMITED
		DREDGE HOUSE, HB COLONY
		SEETHAMMADARA
		VISAKHAPATNAM-530022
	Date and time of opening of	1530 hrs on 12.02.2025 In the presence of such
XI	Technical bids	Tenderers / their Authorized representatives who are
711		remember of anon rumonized representatives who are

		present, if any, at DCI, Head Office, Visakhapatnam at that time.
XII	Scheduled time of opening of price bids	Will be intimated to all the technically qualified parties.
XIII	Date of commencement of work	From February 21, 2025

Note:-

Dredging Corporation of India Limited reserves the right to:-

- a) Cancel or withdraw this enquiry at any stage without assigning any reason whatsoever, and no further correspondence shall be entertained in this regard.
- b) Reject or accept any tender offer irrespective whether it is lowest/otherwise without assigning any reasons, whatsoever.

TECHNICAL OFFER

<u>Part-I</u>

Fixed Premium Protection & Indemnity (P&I) Insurance cover for DCI Dredgers

GENERAL INSTRUCTIONS TO TENDERERS FORMING PART OF TECHNICAL OFFER

1. Tenderers shall note that their quotation shall be based on the same risk coverage as currently made available by the existing underwriters except for the specific variations made in this tender. It is to be noted that the terms of coverage for these vessels are same as of SOP group P&I Club with whom DCI Dredgers are insured for P&I Cover for the Policy year 24-25. Details of DCI Dredgers for which P&I Insurance cover is required for the Policy year 2025-26 are available in Part II - Price Bid Format. Area of Navigation and Operation shall be "Indian and Sri Lankan Coastal Waters" only. DCI is desirous of renewing its P&I Policy on Fixed Premium basis for a period of one year w.e.f. 21.02. 2025.

2. Tenderers shall also note the specific benefits enjoyed by DCI as per the policy cover to be covered in the P&I Insurance, they shall form part of the quotation.

3. Tenderers shall note that the limit of liability would be US\$ 500 million any one accident or occurrence (AOA/AOO) for owners P&I entry.

4. Tenderers shall note that the applicable deductible shall be mentioned in their quote. Accordingly, price escalation shall be done.

5. ELIGIBILITY CRITERIA:

Tenderers shall note that the parties qualifying following conditions need only submit their tenders:

a) They should be in the business of P&I insurance for a minimum period of seven years ending 31.12.2024 should be either of the following:
i) Three similar completed works costing not less than the amount equal to 40% is Rs 56,10,000.00
or
ii) Two similar completed works costing not less than the amount equal to 50% is Rs 70,12,500.00
or
iii) One similar completed work costing not less than the amount equal to 80% is Rs 1,12,20,000.00

financial year, should be at least 30% is 42,07,500.00

Similar work means "extending P & I Insurance for ships/vessels/crafts" of shipping industry .

- b) The current financial rating of these companies shall not be less than "AA" as per Standard & Poor.
- c) They should have proper representation in India, either in terms of their own office and/or local correspondents at major Indian Ports.
- d) They shall be able to provide security guarantees, if required, which are universally acceptable. Further, additional cost, if any for providing the security guarantees would not be passed on to DCI.
- e) They shall be able to provide bunker blue cards and wreck removal blue cards as required by DCI for the listed vessels.
- f) Their reinsurance security rating is not below "A" as per the S&P / Moody's.
- g) Tenderers shall be approved by Directorate General of Shipping under Rule 2(e) of the Merchant Shipping (Regulation of Entry of ships into Ports, Anchorages and Offshore facilities) Rule 2012

Tenderers are requested to submit a separate undertaking certifying that they comply with the conditions mentioned from (a) to (g).

Tenderers are also requested to submit the documentary evidences substantiating that they fulfil the conditions mentioned at (a) to (g).

6.Tenderers shall note that the rates to be quoted are net rate per annum per Gross Tonnage prorate in the prescribed Price Bid format, as attached at Part II. Any form of incentive like Continuity Discount, Claims free incentives, etc. shall be considered in the rate itself while quoting the net rates.

7. In case the quotes are in foreign currency, the foreign exchange rate as per SBI TT selling rate existed as on the date of price bid opening shall be considered for evaluation.

8. Tenderers shall note that the average P&I claims experience for the last Five years (2019-20 to 2023-24) is 30.77%. Details of claims over the last 5 years is attached at Annexure -A for information.

9. Tenderers shall note that no correspondents' fees would be reimbursed for the services rendered by the correspondents within India.

10. Tenderers are advised to quote their rates on unbundled basis, i.e., premium rates for each vessel must be on standalone basis.

11. Tenderers are advised to state any statutory levies separately in the price offer. In case of foreign insurance companies, the Goods and Service Tax (GST) (as per the applicable rate) is to be paid by DCI to the Government authorities on reverse charge basis (RCM).

12. Tenderers are advised to exercise utmost care in entering the net rates. Any request for corrections will not be entertained after the quotations are opened. All corrections and insertions made prior to submission of the tender shall be counter-signed by the authorized signatory only.

13. Tenderers shall note that DCI has not employed any broker/ advisors/ consultants for processing this insurance cover. In other words, tenderers are requested to quote directly without involving any broker/ intermediary.

14. Rates quoted in the tender should be valid for acceptance for a period of three months from the due date.

15. Tenderers shall note that for the purpose of considering the lowest party, total annual premium payable as per Part II of the tender would be taken into account. (All the vessels together)

16. Tenderers shall note that the entire business of P&I insurance would be placed with the Lowest party only.

17. Tenderers shall note that the present tender will be for one year i.e., from 21.02.2025 to 20.02.2026 with a rollover option of two times of one year each on mutual consent basis with the same rates, terms and conditions of the tender.

18. The tender shall be duly signed by the authorized signatory and stamped on each page.

19. Tender is liable to be disqualified if

a) Not submitted in accordance with the terms, conditions of the Tender Form,

- b) Received in incomplete form
- c) Received after a due date and time
- d) Price offer is enclosed with the Technical offer,

e) Without giving the undertaking/documentary proof as stated in clause 5 above. The decision of DCI in this regard would be final and binding.

20. DCI shall not be liable to pay any release calls in case the Dredgers are not renewed for the succeeding policy year 25-26.

21. Lay-up return of premium is applicable in case the dredger is laid up for a period of 30 or more consecutive days. Laid up returns are to be allowed at the rate of 66.67% of the premium on a prorata daily basis.

22. Tenderers must ensure that in case of Indian Insurance companies, re-insurance Treaty agreement as approved by IRDA and an undertaking to that effect, must be submitted together with the bid. If foreign Insurance Company is quoting for the risk, they need to ensure that they comply with loss pertaining to reinsurance and approval of the applicable Regulatory Authority in relation to re-insurance, needs to be obtained, wherever required, and an undertaking to that effect must be submitted together with the bid.

23. The cover should be extended to war risk and act of God.

24. The premium to be quoted will be payable in four equal instalments.

25. DCI shall not bear any survey cost in relation to its Dredgers.

26. DCI reserves the right to reject any/all tender(s) without assigning any reasons whatsoever. DCI decision regarding selection of insurer shall be final and binding.

27. This agreement including all matters connected with this Tender/contract shall be governed by Indian Law both substantive and procedural, for the time being in force and shall be subject to jurisdictions of Visakhapatnam.

28. For any Further Clarification please feel free to Contact: Smt. M Padmaja, DGM(Fin)(Ins), Phone: 9701050342; E-mail: insure@dcil.co.in

29. The quote should be submitted in a sealed cover on or before 1500 hrs of 12.02.2025.

WE HAVE READ THE ABOVE TERMS AND CONDITIONS AND HEREBY ACCEPT THE SAME

(Signature of the tenderer) With stamp

Name: Address: Place:

Date:

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- Tender shall be submitted in two covers. Cover-I Technical bid and Cover-II Price Bid. Both the covers of the tender shall be sealed individually and super scribed in bold letters as "COVER-I TECHNICAL BID" or "COVER-II PRICE BID". Both the sealed covers shall be put in another cover, super-scribed in bold letters with the name of the work as "TENDER NO. FIN/INS/P&I/2025 along with the name of the tenderer and sealed. Tenders submitted in open covers shall be summarily rejected.
- 2. The tender shall be sent so as to reach the address mentioned at and by the time and date as mentioned in the tender. Tenders received beyond specified time and date shall be summarily rejected. The Company shall not be in any way responsible for postal delays. The technical bid will be opened at the time and place mentioned in Section-I Tenders have to be sent by post/courier/handed over personally to/at the above address in closed cover as specified above. Quotations received by email/Fax will not be accepted and would be rejected.
- 3. <u>Cover-I shall be marked as TECHNICAL BID</u> and shall contain documents / information as required by the Tender. Further, Tenderer has to submit
 - Covering letter and undertaking as to compliance of conditions and no counter conditions as Annexure C ;
 - Declaration about relatives as per Annexure D ; and
 - Undertaking about illegal gratification as per Annexure E
- **<u>4. Cover-II shall be marked as PRICE BID</u>** and shall contain price schedule as per Part II of tender document enclosed, duly filled in under each head and signed with company's/firm's seal/stamp.
- 5. On evaluation of technical bid, the price bids of the technically qualified bidders will be opened at a later date which will be communicated to all the technically qualified bidders.
- 6. All tenders must be absolutely clear, failing which the same will not be considered.
- 7. All columns would be properly and legibly filled in. No column would be left blank. Any correction in the rates etc. would be duly attested by the tenderer. Alterations, If any, not authenticated with attestation may result in the rejection of the tender.
- 8. Rates quoted by the tenderer in item rate tender in figures and words will be accurately filled inso that there is no discrepancy in the rates written in figures and words.
- 9. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that the interpolation is not possible. The total amount would be written both in figures and words.
- 10. If the amount of an item is not worked out by the tenderer, it does not correspond with the rate written either in figures or in words, then the rate quoted by the tenderer in words will be taken as correct.
- 11. Where the rate quoted by the tenderer in figures and words tallies but the amount is not worked out correctly, the rate quoted by the tenderer will be taken as correct and not the amount.

- 12. Item rate tender bearing any inscription either to increase or decrease the rate quoted, they will not be considered and such tender will be rejected summarily.
- 13. The rate quoted in the tender will remain firm including currency during the period of contract including the extended period if any. Escalation is not admissible during the period of the contract.
- 14. The bids prepared by the tenderer and all correspondence and document relating to the bids exchanged by the bidder and the Company shall be written in English.
- 15. The tender should be valid for a period of 3 months from the date of opening.
- 16. Conditional tenders and additional conditions of the tenderer will not be considered. If a tenderer submits a bid with conditions/ additional conditions or making any changes in the tender document, the same will be summarily rejected.
- 17. In the event of any breach of contract on the part of the contract, the Corporation reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer.
- 18. All rules and regulations governing the Dredging Corporation of India Limited will be applicable.
- 19.If as a result of any post audit, any amount is found to be recoverable from the tenderer, the same will be recovered first from any sum due to the tenderer against any current bill of the tenderer and/or from their security deposit and/or from any other amount due from the Corporation and/or on demand.
- 20.All claims of the Dredging Corporation of India Limited against this contract whatsoever will be recovered from the amounts due to the tenderer under this account
- 21. If the tenderer fails to execute the work as per conditions of the contract the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the tenderer. The Corporation would be entitled to withhold any sum due and payable to the tenderer towards the work as a result of the said breach or default. The Contractor will not have any claim for compensation or otherwise on this account.
- 22. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 23. Tenders which do not fulfil all or any of the above conditions or are incomplete in any respect, are liable for summary rejection. The tender containing uncalled for remarks or any additional conditions is also liable for summary rejection.
- 24. Post-tender negotiations are banned, except in the case of negotiations with L-1 (i.e. lowest tenderer).
- 25. This work order/contract awarded to the successful party is not transferable. The party to whom the work order is given is not allowed to sub-contract this work by whatever name called to anybody.

26. A Performance Bank Guarantee of 10% of the total premium shall be paid within 7 days from the receipt of the service order.

27. Arbitration clause -

27(i) Alternate Dispute Settlement of Mechanism:

27(i)(a) Excepted Matters

The decision of the Chief General Manager or Chief Financial Officer or any other Authority (as may be specified in this behalf in the Tender) shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications, designs and drawings and instructions concerning the works or the execution or failure to execute the same arising during the course of work and in the maintenance period. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor/supplier strictly in accordance with the instructions Chief General Manager or Chief Financial Officer. The above Excepted Matters are only illustrative and any new matter can be added or any matter given above can be deleted or modified at the discretion of DCIL.

<u>27(i)(b)</u> On matters other than those referred to above as Excepted Matters or other than those which are stated to be final and binding on the contractor/supplier , if any dispute or difference arises between the DCIL and the contractor/supplier in connection with the contract or as to the rights and liabilities of the parties hereto, immediately after receipt of notice of dispute by either party, both parties shall first endeavour to resolve the dispute through negotiations through their authorized representatives.

<u>27(i)(c)</u> Instead of direct negotiations or if direct negotiations fail, the disputing parties may opt for settlement of the dispute through third party mediation. Parties shall mutually agree to nominate a Mediator. The seat and venue of Mediation shall, preferably, be Visakhapatnam and the language shall be English.

<u>27(i)(d)</u> Negotiation and/or Mediation shall be completed within a period of one hundred and twenty days from the from the day of commencement of

negotiation or date of first appearance before the mediator, as applicable. This period may be extended for a further period as agreed by the parties, but not exceeding another one hundred and twenty days. The cost of mediation including Mediator's fees, logistics, boarding and lodging, travel, clerical charges and other expenditure, if any, will be shared by both the parties, equally.

<u>27(i)(e)</u> If the matter is not resolved through Negotiation or Mediation within the time specified above, it can be referred by any of the parties for settlement through Arbitration if the value of the

dispute is less than Rs. 10 Crores and if the value of the dispute is Rs.10 Crore or more the matter will be decided through adjudication. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher). In all other cases, arbitration shall not be a method of dispute resolution in the contract, unless specific approval is taken from the Managing Director & Chief Executive Officer for adopting Arbitration as a method for dispute resolution at the time of tender preparation itself. Arbitration will be as per the Arbitration and Conciliation Act,1996 as amended from time to time

27(ii) Arbitration Clause

27(ii)(a) Subject to Clause 1.5 above , on matters other than those referred to above as Excepted Matters or other than those which are stated to be final and binding on the contractor/supplier , if any dispute or difference arises between the DCIL and the contractor/supplier in connection with the contract or as to the rights and liabilities of the parties hereto, and if the matter cannot be settled through Negotiation or Mediation , the same shall be referred to arbitration by a sole Arbitrator appointed through mutual agreement between the parties and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act 1996. The parties may decide to appoint a three members Arbitration Tribunal in which case one arbitrator each will be nominated by the respective parties and the arbitrators, so nominated, will jointly appoint a presiding arbitrator.

27(ii)(b) The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof. The language of the Arbitration proceedings shall be English. The seat and venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract. Any arbitral award passed under Arbitration clause of the Tender/Contract, or otherwise, shall not carry any interest for the pre-reference and pendent lite period and the Arbitrator is precluded from awarding such interests.

27(ii)(c) Irrespective of the outcome of the Arbitration proceedings, the cost towards fees of the Arbitrator(s), his/their stay and transportation arrangements, venue and logistics arrangements will be equally shared by both the parties. The legal cost like advocates fees for pleadings, arguments, examination of witnesses, etc will be borne by the parties for their respective advocates/legal firms. Both parties shall enter into an agreement to this effect on the 1st Sitting of the Arbitration Proceedings after invocation of Arbitration.

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29. Payment terms : Total premium is payable quarterly in 4 equal instalments.

30. Scope of work: Service to be rendered to the entire fleet of DCI as mentioned part-II(price bid sheet)

ANNEXURE - B

P & I INSURANCE								
	CLAIM	RATIO						
SL NO	INSURANCE	YEAR	PERCENTAGE					
1	PROTECTION & INDEMNITY	2019-20	0%					
2	PROTECTION & INDEMNITY	2020-21	19.91%					
3	PROTECTION & INDEMNITY	2021-22	21.96%					
4	PROTECTION & INDEMNITY	2022-23	37.71%					
5	PROTECTION & INDEMNITY	2023-24	68.82%					

ANNEXURE-C

<u>COVERING LETTER AND UNDERTAKING AS TO</u> <u>COMPLIANCE OF CONDITIONS AND NO COUNTER</u> <u>CONDITIONS</u>

Dated: _____

To, M/s Dredging Corporation of India Ltd Visakhapatnam

- 1. I/We hereby confirm having read by me/us read and/or explained to me/us so far all the terms and conditions stated in the tender documents in the connection with the subject tender and agree to be abide unconditionally the terms and conditions stated therein.
- 2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and conditions and other provisions contained in the tender documents, which have been read by me/us read and/or explained to me/us so far as they are applicable. In default of compliance any of these conditions/We agree to set off the extra cost if any, for carrying out the work at my/our risk.
- 3. I/We hereby confirm having read and understood all the terms and conditions of the tender and abide by these terms and conditions. All the pages in the tender documents have been initialed/signed and stamped in token of acceptance of the terms and conditions of the tender documents.
- 4. I/We hereby confirm that we have not put/specified/laid down any counter conditions and we accept the tender conditions and agree to abide by the same.

Thanking you,

Yours faithfully

SIGNATURE OF THE TENDERER WITH SEAL, NAME & ADDRESS

Place: Date:

ANNEXURE-D

DECLARATION ABOUT RELATIVES

To,

M/s.Dredging Corporation of India,

Visakhapatnam.

Sir,

- a) 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.
- b) We hereby certify 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:

Sl No.	Name of the employee in DCI/Ministry of Shipping and designation	Nature of relationship

(strike out/ fill-in as applicable)

Thanking you,

Yours faithfully

SIGNATURE OF THE TENDERER WITH SEAL, NAME & ADDRESS

Place: Date:

ANNEXURE-E

UNDERTAKING ABOUT ILLEGAL GRATIFICATION

With reference to your subject tender we hereby give an Undertaking that we have not made any payment or illegal gratification to any person/authority connected to/with any of the tender process so as to influence the tender process and have not committed any offence under the Prevention of Corruption Act in connection with the Tender. We also do undertake that we shall disclose if any payment made or proposed to be made to any intermediaries (agents etc) during the tender process in connection with the tender.

Thanking you,

Yours faithfully

SIGNATURE OF THE TENDERER WITH SEAL, NAME & ADDRESS

Place:

Date:

Note: Dredging Corporation reserves the right to:

- a) Place order for Group (a) or Group (b) or both groups together
- b) Cancel or withdraw this enquiry at any stage without assigning any reason whatsoever, and no further correspondence shall be entertained in this regard.
- c) Reject or accept any tender offer irrespective whether it is lowest/otherwise without assigning any reasons whatsoever.

Item Rate BOQ

Tender Inviting Authority: DREDGING CORPORATION OF INDIA, VISAKHAPATNAM Name of Work: P & I INSURANCE FOR DCI FLEET Contract No.: FIN/INS/P&I/2025

Name of the Bidder/ Bidding Firm/ Company:

					PART-II <u>PRICE SCHEDULE</u> <u>NOTE</u>			
				1 Th	e rates quoted shall be all	inclusive		
						a and to be indicated separately		
				3. Any difference in the statutory levies/			e L1 price	
Sl. No.	Vessel Name	Gross Registered Tonnage (GRT)	Year of Built	Type of Vessel	Quoted Currency in INR/ Other Currency	Rate per GRT or Prorata	Premium	TOTAL Pren
	DCI Dredge VIII	7803	1977	Trailer Suction Hopper Dredger				
1	DCI Dredge XI	5159	1986	Trailer Suction Hopper Dredger				
2	DCI Dredge XII	6854	1990	Trailer Suction Hopper Dredger				
3	DCI Dredge XIV	6854	1991	Trailer Suction Hopper Dredger				
4	DCI Dredge XV	8070	1999	Trailer Suction Hopper Dredger				
5	DCI Dredge XVI	8049	2001	Trailer Suction Hopper Dredger				
6	DCI Dredge XVII	8049	2001	Trailer Suction Hopper Dredger				
7	DCI Dredge XVIII	2024	2010	Cutter Suction Dredger				
8	DCI Dredge XIX	6970	2012	Trailer Suction Hopper Dredger				
10	DCI Dredge XX	6970	2013	Trailer Suction Hopper Dredger				
10	DCI Dredge XXI	6970	2014	Trailer Suction Hopper Dredger				
12	DCI Dredge Back Hoe 1	977	2011	Dipper Dredger				
13	DCI Survey Launch -I	18	1999	Survey Launch				
14	DCI Survey Launch -II	63	2009	Survey Launch				
15	DCI Survey Launch -III	41	2009	Survey Launch				
16	DCI Multicat-I	408	2015	Tug				
17	DCI-ID Ganga	132	2016	Cutter Suction Dredger				
in Figures					1 1			
ed Rate in Word								

Authorised Signatory with Stamp

ium in Words

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/HO/OPS/PPA/Grab Dredger/2024, dated 28-03-2024. 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4:- Compensation for Damages.

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

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

Section 5: Previous Transgression.

1. The Bidder shall declares that no previous transgressions occurred in the last three with any other company in any country confirming to the anti corruption approach or with any Public Sector Undertakings/Enterprises in India that could justify his exclusion from the tender process.

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

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

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

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

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

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

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

Section 8: Independent External Monitor (s).

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

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

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

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

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

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

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

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

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

Section 9: Pact Duration

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

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

Section 10: Other provisions.

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

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

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

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

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

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

(For & On behalf of Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

:

:

:

Date

Witness 1 Name & Address

Witness 2 Name & Address