

**DREDGING CORPORATION OF INDIA LIMITED
HEAD OFFICE::VISAKHAPATNAM**

TENDER

FOR

DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA TALL) IN GORAKHPUR, UTTAR PRADESH STATE.

ADDENDUM No. V dated: 22.06.2018

DCI invited tenders for the above work and the due date of submission is on 26.06.2018 upto 1500 hrs.

Due to administrative reasons, it has been decided to cancel the tender.

GENERAL MANAGER (PE & IDD)

**DREDGING CORPORATION OF INDIA LIMITED
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TENDER

FOR

DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA TALL) IN GORAKHPUR, UTTAR PRADESH STATE.

ADDENDUM No. IV dated: 13.06.2018

The due date of submission of Tenders at Dredging Corporation of India Ltd., Visakhapatnam is on **15.06.2018 upto 15:00 Hrs. as per Addendum No: III dated: 22.05.2018**

Above date of tender submission has been further extended till **26.06.2018 upto 15:00Hrs.** The bidders are advised to note the extension of the tender submission. Tenders shall be opened on 26.06.2018 @ 1530 Hrs at DCI Ltd., Visakhapatnam. All other conditions are unaltered.

GENERAL MANAGER (PE & IDD)

**DREDGING CORPORATION OF INDIA LIMITED
HEAD OFFICE::VISAKHAPATNAM**

TENDER

FOR

DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA TALL) IN GORAKHPUR, UTTAR PRADESH STATE.

ADDENDUM No. III dated: 22.05.2018

The due date of submission of Tenders at Dredging Corporation of India Ltd., Visakhapatnam is on **30.05.2018 upto 15:00 Hrs. as per Addendum No: II dated: 02.05.2018**

At the request of the prospective bidders, the due date of tender submission has been further extended till **15.06.2018 upto 15:00Hrs.** The bidders are advised to note the extension of the tender submission. Tenders shall be opened on 15.06.2018 @ 1530 Hrs at DCI Ltd., Visakhapatnam.

All other conditions are unaltered.

GENERAL MANAGER (PE & IDD)

NAME OF THE WORK: DREDGING & RECLAMATION AT CHILWA TALL (ALSO CALLED AS MAHESRA TALL) IN GORAKHPUR, UTTAR PRADESH STATE .

NIT:DCI/PED/IDD/ Chilwa Tall/2018, dated29.03.18.

Pre Bid meeting held at HURL – Ghorakpur on 11.04.2018

PRE BID CLARIFICATIONS

Sr no	Clause no	Pre bid quarry	Clarification
1	Section I Clause 7, page no 6: Mobilisation period 30 days	It is requested that the time period for mobilization may be increased to 60 days.	Clause modified.
2	Section I Clause 2, page no 4: Period of contract- Ten (10) Months (Excluding Mobilization period of one month)	It is understood that flood and irrigation department issues a notification regarding no deployment of any craft in lakes/rivers/tall from 15 June for a period of 4 months. It may be clarified whether contractor will be given permission for deployment of equipment in the said period of equipment in the said period or else period of contract may be extended by 2 months.	Clause modified.
3	Section I Clause 4, page no 6: The firm should own minimum two Nos Cutter Suction Dredger ----- Good make & condition for	Amphibious hydraulic excavator will be giving lesser output than Amphibious dredger water master and will serve better purpose. Hence it is requested that Amphibious dredger may be allowed in lieu of Amphibious hydraulic excavator.	Clause modified

Sr no	Clause no	Pre bid quarry	Clarification
	carrying out the subject work.		
4	General	Will DCIL consider the indexing for calculation of the qualification credential of the old completed projects, if yes what is the % will be used for the indexing calculations. As completion certificates of the JV partner are older than 3 years also which can be considered by the way of indexing.	Not applicable
5	Section I, page no 4,5: Pre-qualification criteria Bidder should have sufficient experience and establishment, expertise, -- ----- value of work done should be <u>exclusive of Service or any other Tax(Including GST)</u>	If in a work order major portion is earthwork with a small portion of civil works and other items and certificate has been issued combined for a certain amount, will the certificate be acceptable to be considered for eligibility conditions.	Tender condition prevails.
6.	Section I Clause 9, page no 9: JV /Consortium allowed. All partners/Consortium shall be legally ----- Maximum of firms in a JV shall not be more than three(3).	If a consortium is formed, will agreement for consortium duly notarized be accepted?	Clause modified.

Sr no	Clause no	Pre bid query	Clarification
7	<p>Section IV Clause 1.1, Note 1 page no 44:</p> <p>The approximate quantity to be dredged shall be finalised after completion of Pre dredging surveys by using Mobile LIDAR.</p>	<p>Pre survey dredging can be done using echo sounder/automatic level and DGPS/RTK for position fixing. RTK with its accuracy may be used in place of Automatic level. LIDAR may not be effective for pre- survey. The same may be clarified and LIDAR may be removed from the clause.</p>	<p>Clause modified.</p>
8	<p>Section II Clause 12.3, page no 17, Clause no 13.1, Page no 18:</p> <p>The earnest money deposit --</p>	<p>It may be clarified that EMD should be valid for six months from the date of opening of the tender ie 27.04.18.</p>	<p>6months from the date of opening</p>
9	<p>Section I: Invitation for Bids(IFB) Clause- 11</p> <p>Firms associated with any work from HURL presently or previously in connection with the subject dredging work are not eligible to participate</p>	<p>Clause may be modified</p>	<p>Tender condition prevail– Participation of the firm seeking the clarification shall be as per the orders.</p>
10	<p>Page no 1 and 5:</p> <p>Due Dates:</p> <p>Last date of receipt of Tenders:</p> <p>27.04.18 up to 1500 Hrs. in the Office of ----- Visakhapatnam-530 001.</p>	<p>We request you to kindly extend the bid submission date at least 15 days from the date of issuance of final pre-bid clarifications.</p>	<p>Please refer addendum No: 1 and II.</p>
11	<p>Page no 5-6, Pre-qualification Criteria:</p>	<p>We kindly submit that dredging would mean wet excavation which is a specialized job, hence bidders with dredging</p>	<p>Tender condition prevail.</p>

Sr no	Clause no	Pre bid quarry	Clarification
	<p>*Similar Works means Earth work and ----- - of Dykes/reclamation bunds etc</p> <p>Page no 44, clause no 1.1: Material to be dredged: c. The approximate quantity of excavation/ dry dredging is 1.2 million cum. ----- (all of which are herein collectively referred to as the excepted risks).</p>	<p>experience need not necessary have the earth work experience as most of the dredging projects involves reclamation works which involve earth work.</p> <p>Further bidders with earth work experience (Dry excavation)must possess the dredging experience as this is a specialized activity.</p> <p>Accordingly we request to modify the clause.</p>	
12	<p>Page no 44,Clause no 1.2 Mobilization:</p> <p>The bidder should mobilise minimum three Portable Cutter Suction Dredger ---- -----with the prior permission from DCI.</p>	<p>As the cumulative dry/wet dredging quantity to be dredged is 2 MCum, accordingly if the Dredge Pump capacity over 600 Cum/hr one CSD would suffice for the requirement bidders, besides the disposal management is difficult due to limited areas for disposal and need to re-handle and required to refill. As per project needs bidder will deploy required excavators and ancillary crafts/ equipment to complete the quantity. This will result in lower mobilization cost and can save money to the exchequer.Considering the above request to amend the clause accordingly.</p>	Clause amended
13	<p>Page no22, clause no 27, para2 In case of curtailment of the contract period ----- -----without prejudice to its</p>	<p>We request that the contract shall not be terminated for any reason other than substantial breach of the agreement and contractors continued failure to perform /wilful misconduct or gross negligence.</p>	Tender condition prevails.

Sr no	Clause no	Pre bid quarry	Clarification
	<p>rights and remedies</p> <p>Page no 38, clause no 19: Termination for convenience</p> <p>Page no 50, Clause no 22, <u>FORECLOSURE OF</u> <u>CONTRACT IN FULL OR IN</u> <u>PART DUE TO</u> <u>ABANDONMENT OR</u> <u>REDUCTION IN SCOPE OF</u> <u>WORKS</u></p>	<p>We request that the contractor shall be given 30 days time period for the rectification of the above and failing which the contract to be terminated within 15 days notice.</p> <p>Hence we request you to kindly modify the above clause wherever required suitably.</p> <p>Reason:- The assets procured for performing the contract are highly capital intensive in nature and depending on the tenure of the contract, prices offered in the tender are calculated.</p> <p>Any reduction /early termination would seriously affect the price offered by the contractor. The contractor not only loses revenue for the balance period but also the daily hire rates offered by the contractor also would not be applicable for shorter tenure of the contracts.</p> <p>If DCI forecloses the contract before the tenure of the contract in such case, DCI will have to give demobilization cost.</p>	
14	<p>Page no 25, Taxes and duties:</p> <p>The contractor shall pay all taxes, levies, duties, etc--- -----same will be applicable to this contract,</p>	<p>1. We wish to submit that the all indirect taxes should be on DCI account and only currently applicable direct taxes should be on contractors account. We request to amend the clause suitably.</p> <p>Reason: In view of the ambiguity in interpretation of taxes in certain states and thereby having the possibility of multiple taxation on the same service, it is difficult for the bidder to predict applicability of existing indirect taxes in future.</p> <p>The above clarification are required as bidder can only factor in taxes applicable as on price bid submission date</p> <p>2. Please confirm that any new or increase in tax will be on DCI account</p> <p>In view of the above, please amend the last prara of clause no</p>	Tender condition prevails.

Sr no	Clause no	Pre bid quarry	Clarification
		25 as follows : If any new taxes and/or increase in existing taxes and duties are imposed subsequently after price bid submission date by central/state government will be on DCI account”	
15	Page no31, clause no 5.4 Performance Security: In case the contract is further extended ----- a letter of extension of contract from DCI.	We request you to delete the clause no 5.4 as contractor is already furnishing performance security for the work committed.	Clause amended
16	Page no 35, clause no 9 and 10: Change order: The DCI may at any time by a written order give to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor.	Kindly note that the changes can only be made with mutual consent. Request you confirm the same.	Tender condition prevail
17	Page no 51, clause no 24 : Governing Law	Clause may be amended	Clause amended
18	Page no 52, clause no 27 : Arbitration All matters relating to disputes and difference of opinion will have to be settled mutually ----- earlier. Settlement of	We humbly draw your attention that since the dispute(if any) will be between the contractor and DCI, there would be a conflict of interest if the arbitrator appointed by mutually consent of both the parties. If parties fail to agree on the sole arbitrator, then each party shall appoint one arbitrator and the two appointed arbitrator shall nominate third arbitrator. This is in accordance with the provisions of the Arbitration Act,1996.	Tender condition prevail

Sr no	Clause no	Pre bid quarry	Clarification
	disputes (if any) will be within the jurisdiction of court of Visakhapatnam		
19	<p>Page no 36, clause no 14.1 : Liquidity Damage:</p> <p>If the contractor fails to complete the work within the contract period, ----- ----- the DCI may consider termination of the contract.</p> <p>Page no 37, clause no 16(b) Incentive / Penalty If work is not commenced within 30 days from the date of LOI , a penalty of Rs 10,000/- per day will be levied for delay in commencement of work.</p>	Kindly amend the penalty at the rate of 1% per month of the yearly contract value or pro rata basis. This is a regular industry practice.	Tender condition prevails.
20	<p>Page no 44, clause no 1.2 Mobilization:</p> <p>The bidder should mobilise minimum three Portable Cutter Suction Dredger ---- ----- with the prior permission from DCI.</p>	We request you to amend 30 days to 45 days for mobilization	Clause amended.
21	Page no 35, clause no 8	We request you to include fuel escalation clause.	Tender condition prevails

Sr no	Clause no	Pre bid quarry	Clarification
	<p>Price Variation Clause:</p> <p>The rates quoted by the tenderer and accepted by DCI shall hold good till the completion of work and no additional claim will be admissible on account of fluctuation in market rates, tools etc.</p>		
22	<p>Page no 14, clause no 7.2.13 GST Registration certificate copy indicating Dredging of Rivers/Ports/Harbours/Back waters/Canals etc</p>	<p>Please note the copy of GST registration certificate can be submitted but in the certificate there will not any mention about the kind of services</p>	<p>Clause amended</p>
23	<p>Page no 22, clause no 27</p> <p><u>RIGHT TO VARY PERIOD OF CONTRACT AT TIME OF AWARD:</u></p> <p>The contract period is for Two Years. If ----- Contractor and will not subject to the Arbitration.</p> <p>Page no 45, clause no 2</p> <p>The proposed period of contract is 10 (Ten</p>	<p>The contract period shall amend to 20 months excluding monsoon and mobilization period. by the employer.</p>	<p>Clause amended.</p>

Sr no	Clause no	Pre bid quarry	Clarification
	months) excluding mobilization period of one month.		
24	Page no 35, clause no 7.3 The quantity certified by the agency appointed by M/s HURL ----- on receipt of payment from M/s HURL	Please note that the monthly payments must be made to contractor within 15 days upon submission of bills as the contract is between DCI and contractor so said clause may be modified accordingly.	Tender condition prevail and payment clause amended
25	Page no 44, clause no 1.1 Material to be dredged Note no2 The dredged material shall be disposed at the specified disposal areas, --- ----- authorized representative	We have visited the site and witnessed that the areas around the periphery of the lake will not be sufficient to handle the dredged sediment. Hence request to identify the suitable and sufficient areas in the near by proximity to handle the dredge sediment. Further we request to provide the bore hole sample data to analyse the type of sediments to be handled.	Suitable areas available for disposal
26	Page no 61, Price bid BOQ	We kindly submit that huge mobilization cost is involved for mobilization of dredgers and associated equipment. Accordingly requested to incorporate mobilization charges in the BOQ. Which is an established industry practice in dredging. Besides the financial costs towards large mobilization, working capital and back to back payment periods will have effects in increase the quoted rates due to interest and process costs.	Tender condition prevails.
27	Page no 27, clause no 4.2 Protection of Environment The contractor shall take all reasonable steps to	Trust that the required environmental clearances for carrying out the dredging operations has been obtained from MOEF. Please confirm. If yes, kindly share a copy of the environmental management plan to take the commercials into account.	Available with employer-copy shall be provided to the prospective bidder.

Sr no	Clause no	Pre bid quarry	Clarification
	<p>protect the environment --- ----- a consequence of his methods of operation.</p>		
28	<p>Page no 29, clause no 4.8 Interpretation of contract document- Engineer's power</p> <p>Several documents ----- ----- General Manager (PE)&HOD(IDD) is the competent in this regard.</p>	<p>Since interpretation is at the discretion of the Engineer, there is lack of clarity on the rules of interpretation. Accordingly, we submit that the variation documents forming the contract should be interpreted in the following order of priority.</p> <ol style="list-style-type: none"> a. LOI, Agreement for the works and any amendments therto, b. Correspondence between DCI and the contractor from the date of publication of the tender including pre bid clarification addendums if any c. Special conditions of the contract (SCC) d. Price Schedule and Price Bid(Bill of Quantities) e. General Conditions of the contract(GCC). 	Tender condition prevails.
29	<p>Page no 29-30, clause no 4.10.1,4.10.2,4.10.3,4.10.7 Contractor to supervise the works</p> <p>Page no 34, clause no 6.7 Damage to property or to any person or to a third party.</p> <p>Page no 38, clause no 21 Limitation of liabilities</p>	<p>Knock for Knock Proposal: Further neither party should be liable for any indirect or consequential losses or damages such as loss of profits/business, loss of production etc arising out of or in connection with the dredging works, except in cased of wilful misconduct or gross negligence. The maximum aggregate liability of the contractor under this contract shall be limited to 10% of earnings of the contractor for the subject dredging works. Please confirm and modify clauses 6.7 and 12 accordingly.</p>	Tender condition prevails.
30	<p>Page no 37, clause no 17 Termination for default</p>	<p>We humbly submit that the contractor should also be given the right to terminate the contract if payment in accordance with the contract is not received within the agreed time period.</p>	Payments will be released as per the payments clause.

Sr no	Clause no	Pre bid query	Clarification
31	Page no 53, clause no 33(i,iv,vi) Force Majeure	<p>If the force majeure event such as heavy rains, floods, civil riots etc continues for a period of 30 days consecutive days, then either party should have the able to terminate the contract. Please appreciate that the dredgers are highly capital intensive and would incur substantial costs and loss of pay while keeping them idle during such Force Majeure period and may also forego other business opportunities.</p> <p>The right to declare force majeure should be equally available to both the parties . In case one party disagrees other parties declaration, the same can be disputed as per the provision of the contracts. In view of this please amend clause no 33(iv) which states that the engineer has the ability to decide whether on not a certain event can be considered as force majeure or not.</p> <p>Please note that if the contract is terminated on account of Force majeure, there can be no purchase or takeover of plant and material lying at the site. Accordingly we request deletion of this portion of sub—clause (vi).</p>	Tender condition prevails.
32	<p>Page no 15, clause no 7.2.22</p> <p>Undertaking by Tenderer Appendix – VI</p> <p>Appendix- VI (iiia) it is mentioned that modify the scope of work including methodology and the tenderers shall have no claim in this account</p> <p>Page no 15, clause no 9.4.1 The quoted prices shall be</p>	<p>The change in scope of work may be executed only upon the mutual agreed terms and conditions. Kindly confirm.</p> <p>Variation is statutory taxes after the submission of bids shall be reimbursed to the contractor. Request to amend the condition</p>	Tender condition prevails

Sr no	Clause no	Pre bid quarry	Clarification
	inclusive of all taxes ----- ----- and / or statutory variation.	suitably.	
33	Page no 18, clause no 15.1 Site visit	Employer may conduct a guided site visit on a pre fixed date for the benefit of all bidders.	Site visited by some of the bidders on 10.04.18 and 11.04.18. Bidders are free to visit the site.
34	Page no 22, clause no 27 The contract period is for Two Years--- without prejudice to its rights and remedies.	Under section I IFB, NIT page no 4 it is mentioned the period of contract as 10 months(excluding mobilization period of one month, please confirm which is correct	Clause amended
35	Page no 25, clause no 1	Please define role and responsibility of HURL	HURL is employer- Employer will appoint one third party consultant before commencement of the workfor monitoring the progress and to certify the work done.
36	Page no 27, clause no 4.1 Applicability of laws on the contract 4.1.1 to 4.1.8	Request to delete the following acts, as they are not relevant to this work. 1.4.1.2. The Major Port Trust Act 1963. 2.4.1.6 The Dock Workers Act 1948 3.4.1.8 Indian Vessel Act 1971.	Clause amended
37	Page no 35, clause no 7.1 The measurement of the quantity of the dredged out material will be ----- be considered for payment.	Please insert progress/bill surveys to be considered for interim/running bills payment.	Clause amended

Sr no	Clause no	Pre bid query	Clarification
38	Page no 35, clause no 7.3 The quantity certified by the agency ----- receipt of payment from M/s HURL	This is an independent contract with DCIL. Payment to be released within 28 days of submission of invoice to DCI. In case delayed payment, interest a per SBI PLR plus 2% to be considered. Request to amend the condition suitably.	Tender condition prevails and clause amended
39	Page no 35, clause no 8 The rates quoted by the tenderer and ----- on account of fluctuation in market rates, tools etc.	Considering the period of contract and present trend in fluctuation of fuel prices, it is requested to incorporate standard fuel escalation condition.	Tender condition prevails.
40	Page no 36, clause no 15 Backing of contractor at any stage during the contract period the entire EMD and SD will be forfeited without any prejudice.	Request to amend the condition as EMD/SD as per the standard conditions of contract.	Tender condition prevails.
41	Page no35- 36, clause no 9.1,9.2 The DCI may at any time by a written order give to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor.	If there is any change in general scope of the contract, the services may be provided on mutually agreed terms and conditions. Kindly confirm.	Tender condition prevails.

Sr no	Clause no	Pre bid query	Clarification
42	<p>Page no 36, clause no 14.1</p> <p>If the contractor fails ----- ----- the DCI may consider termination of the contract.</p>	<p>Bidder request to amend the clause as follows: If the contractor fails to complete the work within the contract period, 0.1 % per week of the contract value or part thereof will be deducted from contractor's running bills as Liquidated Damages, due to the failure of the contractor subject to maximum of 5% of the contract value. Once the maximum is reached, the DCI may consider termination of the contract.</p>	Tender condition prevails.
43	<p>Page no 31, clause no 5.5</p> <p>The whole of the Performance Security ----- -----during the defect liability period specified in the Contract</p> <p>Page no 37, clause no 17.2.2</p> <p>If the services ----- give 30 days notice to the contractor.</p>	<p>Defect Liability period is not mentioned in the contract as it written in this particular clause and in general practice the defect liability period is not applicable to dredging work. Kindly confirm.</p> <p>Kindly confirm that the subject tender is manning contract.</p>	<p>Applicable for civil works- clause modified.</p> <p>Clause deleted</p>
44	<p>Page no 37, clause no 17.3</p> <p>In the event the DCI terminates the ----- ----continue performance of the Contract to the extent not terminated.</p>	<p>The existing of GCC clause 16.1 and its relevance to clause No 17.3 may please be clarified.</p>	Clause amended
45	Page no 40, clause no 25.2	The bidder can quote his rate taking into consideration the	Tender condition prevails.

Sr no	Clause no	Pre bid quarry	Clarification
	If any new taxes and/or --- -----applicable to this contract,	existing taxes. In case of increase in existing taxes or imposing new taxes shall be reimbursed.	
46	Page no 43, clause no 1Equipments to be deployed For dredging/wet excavation: Suitable ----- -----of pumping up to a maximum of 1.50 KM. Page no 51, clause no 24 This contract shall be governed ----- for the time being in Force.	The nature of material to be dredged is said to be accumulated silt which is loose in nature. However it is mentioned in tender documents that suitable CSD with cutter power not less than 250/300 KW capable of pumping up to a maximum of 1.5km as one of the requirement. Considering nature of material to be dredged, it is requested to delete the Cutter power a requirement. Kindly confirm. Kindly confirm the correctness of this condition.	Clause amended Clause amended
47	General	Bidder request to provide bathymetry chart of dredging area and topography sheet of reclamation area.	Chart provided in the document. Disposal area is in with in 1.5km reach.
48	Page no, 8, Section – I INVITATION FOR BIDS(IFB) Dredging Corporation of India Ltd. Reserves the right to: 1. Issue tender Documents.. 2. Accept or reject.....	As per scope of work, the following works are envisaged: (1) Dry Excavation of 12 Lac Cum (2) Dredging & Reclamation - (a) Dredging – 8 Lac Cum (b) Weed Removal (c) Construction of reclamation bunds (3) Dyke Construction around the lake – 1.5 Lac Cum. In our experience the Splitting the scope of works is not possible for the following reasons : (a) Horizontal splitting of BOQ items is not possible as work items will done simultaneously and may overlap. For example, the area which might have been envisaged under Dry	Tender condition prevails- Not necessary the work will be split up. In case considered necessary Splitting will be resorted.

Sr no	Clause no	Pre bid quarry	Clarification
	<p>3. <u>To split the work between tenderers.</u> <u>Page no 61,Price Bid BOQ</u></p>	<p>excavation might fall under Dredging. This may lead to conflict between Contractors and stall the works. (b) Vertical Split of BOQ item is also not possible as working area is limited and difficult to divide between contractors. In view of the above request Clause No. 3 (Page No.8) be deleted. Reason: Overheads like admin expense, manpower, supervision cost need to be apportioned based on the quantum of work. Possibility of splitting of works will lead to higher quotes by bidders.</p>	
49	<p>Page no 8 <u>Section – I INVITATION FOR BIDS(IFB) Dredging Corporation of India Ltd. Reserves the right to:</u> Issue tender Documents only to those considered capable to execute the work.</p>	<p>We understand the following from the Tender Document : a) Tender Can be Downloaded from Dredging Corporation of India website. The cost of Tender Document to be submitted along with the bid. In view of the above, the condition stating “Issue tender Documents only to those considered capable to execute the work.” needs deletion, as the tender is downloadable. Reason: To remove ambiguity among bidders.</p>	<p>Tender can be downloaded and also can be issued to the bidder by paying cost of the tender document. Tenderer who are interested in obtaining original blank tender document, the firm required to submit relevant experience documents including cost of the tender document. In case tenderer downloads the tender, their experience will be evaluated during the initial scrutiny. .</p>

NOTE: REVISED TENDER DOCUMENT UP LOADED IN THE WEBSITE ON 08.05.2018.

**DREDGING CORPORATION OF INDIA LIMITED
HEAD OFFICE::VISAKHAPATNAM**

TENDER

FOR

DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA TALL) IN GORAKHPUR, UTTAR PRADESH STATE.

ADDENDUM No. II dated: 02.05.2018

The due date of submission of Tenders at Dredging Corporation of India Ltd., Visakhapatnam is on **15.05.2018 upto 15:00 Hrs. as per Addendum No: I**

At the request of the prospective bidders, the due date of tender submission has been further extended till **30.05.2018 upto 15:00Hrs.** The bidders are advised to note the extension of the tender submission. Tenders shall be opened on 30.05.2018 @ 1530 Hrs at DCI Ltd., Visakhapatnam.

Revised tender document and pre-bid clarifications are being hosted on web sites: www.dredge-india.com, and www.eprocure.gov.in

GENERAL MANAGER (PE & IDD)

**DREDGING CORPORATION OF INDIA LIMITED
HEAD OFFICE::VISAKHAPATNAM**

TENDER

FOR

DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA TALL) IN GORAKHPUR, UTTAR PRADESH STATE.

ADDENDUM No.1 dated: 18.04.2018

The due date of submission of Tenders at Dredging Corporation of India Ltd., Visakhapatnam is on **27.04.2018 upto 15:00 Hrs.**

At the request of the prospective bidders, the due date of tender submission has been extended till **15.05.2018 upto 15:00Hrs.** The bidders are advised to note the extension of the tender submission. Tenders shall be opened on 15.05.2018 @1530 hrs.at DCI Ltd, Visakhapatnam.

Revised tender document and pre- bid clarifications is being hosted on website:www.dredge-india.com, www.tenders.gov.in, and www.eprocure.gov.in.

GENERAL MANAGER (PE & IDD)



DREDGING CORPORATION OF INDIA LIMITED
(A Government of India Undertaking)
Port Area, Visakhapatnam – 530 001

TENDER

FOR

DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA TALL) IN GORAKHPUR, UTTAR PRADESH STATE.

DUE DATES

- | | |
|--|---|
| 1) Issue of Tenders | : 29.03.18 to 29.05.18 |
| 2) Pre Bid Meeting on | : 11.04.18 at 1100 hrs at Dredging Site in the office of General Manager, Hindustan Administrative Building, Fertilizer Township, Post: Fertilizer Plant, Gorakhpur, Uttar Pradesh-273 007. |
| 3) Last date of receipt of Tenders (Main cover along with both Cover -"A" & Cover-"B") | : up to 1500 Hrs on 30.05.18 |
| 4) Opening of Techno commercial Bids (Cover-"A") | : at 1530 Hrs on 30.05.18 |

TENDER ISSUED TO :

GENERAL MANAGER (PE) &HOD (IDD)
Dredging Corporation of India Ltd.,
Dredge House, Port Area,
VISAKHAPATNAM -530001
Telephone No: - 0891 2871347/2521109
Fax: - 0891 2560581/2565920
e-mail: - iddivision@dcil.co.in

Contractor Signature with seal

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**DREDGING CORPORATION OF INDIA LIMITED
VISAKHAPATNAM**

Ref: - DCI/PED/IDD/ ChilwaTall/2018/

Date: 29.03.18

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

Sealed Tenders are invited in two covers (i.e.) Cover-A "Techno-Commercial Bid", and Cover-B "Price Bid" by DREDGING CORPORATION OF INDIA LIMITED, VISAKHAPATNAM from interested parties/firms/companies possessing necessary pre-qualification criteria and having sufficient experience and establishment, expertise, and infrastructure facilities, etc., in the field of dredging activity in Ports/Harbours/Rivers/Lakes by deploying suitable men and machinery, for DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA TALL) IN GORAKHPUR, UTTAR PRADESH STATE by utilizing the services of suitable combination of earth moving/ water borne machines such as Portable Cutter Suction Dredger/Backhoe/Grab/Plough dredger, etc.

1. Name of Work : DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA TALL) IN GORAKHPUR, UTTAR PRADESH STATE .
2. Period of Contract : Fifteen(15)Months (Including Mobilization and Monsoon period)
3. Earnest Money Deposit : Rs 31,11,600/- (Rupees Thirty One lakhs Eleven Thousand and Six Hundred 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.

The details of DCI Current Account at Syndicate Bank is as follows:-

DCI Current Account No:- 35833070000014

Branch Name:- DCI Ltd Port Area Branch,
Visakhapatnam

IFSC/RTGS No:- SYNB0003583

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- 4 Issue of Tenders : 29.03.18 to 29.05.18 during Office Hours from the Office of GM(PE)& HOD(IDD), DCIL, Dredge House, Port Area, Visakhapatnam-530 001.
5. Pre Bid Meeting 11.04.18 at 1100 hrs at Dredging Site in the office of General Manager, Hindustan Administrative Building, Fertilizer Township, Post: Fertilizer Plant, Gorakhpur, Uttar Pradesh- 273 007.
- 6 Last date of receipt of Tenders : 30.05.18 up to 1500 Hrs. in the Office of GM(PE)& HOD(IDD), DCIL, Dredge House, Port Area, Visakhapatnam-530 001.
- 7 Opening of Techno-Commercial Bids : 30.05.18 at 1530Hrs. in the Office of GM (PE)&HOD (IDD), DCIL, Dredge House, Port Area, Visakhapatnam-530 001.
- 8 Cost of Tender Documents : Rs. 5,250/- (Five Thousand Two Hundred Fifty only) to be remitted only through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender.

The details of DCI Current Account at Syndicate Bank is as follows: -

DCI Current Account No: - 35833070000014

Branch Name: -DCI Ltd Port Area Branch,
Visakhapatnam

IFSC/RTGS No: - SYNB0003583

SWIFT Code No: - SYNBINBB032

The interested bidders having following PQ's may participate in the tender

Pre-Qualification Criteria:

Bidder should have sufficient experience and establishment, expertise, specialization, and infrastructure facility(s) available with expertise logistic support etc. in the field of Earth work and Dredging activity in Wet lands/ dry land in Ports/Harbours/Rivers/Lakes by deploying suitable men and machinery and having completed either of the following similar works during last seven years ending 31 March 2017 , as mentioned below: -

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- a. Three similar* completed works costing not less than **Rs 2489.00 ** Lakhs each or**
- b. Two similar* completed works costing not less than **Rs3111.60** Lakhs each or**
- c. One similar* completed work costing not less than **Rs 4978.50 ** Lakhs**

***Similar Works means Earth work and Dredging activity in wetland/dry land in rivers, sea, lakes, backwaters, ports etc and Construction of Dykes/reclamation bunds etc**

**** The value of work done should be exclusive of Service or any other Tax(Including GST)**

- 1) Average Annual financial turn over during the last 3 years ending 31st March 2017 should be at least Rs. 1866.96 Lakhs
- 2) Copies of work order/ Agreement/ Work Completion Certificate obtained from the client indicating the bidder has carried out the referred work successfully to be produced to establish the credibility.
- 3) Claims for fulfilling the above criteria must be adequately supported by company's certified Annual Reports / Audited Balance Sheets and Profit and loss statements for last 3 Years **(i.e. 2014-15, 2015-16, 2016-17)** to be submitted.
- 4) The firm should own minimum two Nos Cutter Suction Dredgers having pumping capacity of 1.5km, Amphibious hydraulic excavator /any other suitable machines, Hydraulic Excavator with long boom, Hydraulic Excavator with short boom, loaders, Tippers/dumpers or able to hire or charter Good make & condition for carrying out the subject work.
- 5) In case of dredgers/equipment proposed on Charter or Hire, documentary evidence of confirmed agreement for the duration of the project shall be submitted along with the bid.
- 6) A list of Dredgers and ancillary crafts proposed to deploy for carrying out the subject work along with the specification & condition and present place of availability to be furnished . The proposed dredgers/equipment should be of Standard make/builders.
- 7) A undertaking that the proposed Dredgers & Ancillary crafts can be mobilised within **45** days from the date of LOI (Letter of Intent)

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- 8) The firm should have a team of Good, experienced & professional persons for executing the subject work and their CV's should be furnished.
- 9) JV /Consortium allowed. All partners/Consortium shall be legally liable jointly and severally during the bidding process and for execution of contract in accordance with contract terms. The JV/Consortium shall declare the lead partner in MOU. The share of lead partner shall not be less than 51% in JV/Consortium. The share of other partner shall not be less than 26%. The MOU executed by the JV members duly notarised on Stamp Paper shall be submitted along with the tender.
 - a. The lead partner must meet all the specified technical experience criteria as per Pre –Qualification criteria.
 - b. The lead partner should fulfil at least 40% of the specified financial criteria.
 - c. The other partner should fulfil at least 26% of the specified financial criteria.
 - d. Lead partner shall be the authorised member to act as a single point of contact and shall be responsible on behalf of JV.
 - e. A Member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm for this tender.
 - f. Maximum of firms in a JV shall not be more than three (3).
- 10) Firms debarred/ block listed by DCI or other Govt. Agencies are not eligible to participate.
- 11) Firms associated with any work from M/s Hindustan Urvarak & Rasayan Ltd. (HURL) presently or previously in connection with subject dredging work are not eligible to participate.

Interested eligible renderers may obtain the bidding documents at the office of:

GENERAL MANAGER (PE)&HOD (IDD)
Dredging Corporation of India Ltd.,
Dredge House, Port Area, VISAKHAPATNAM -530001
Telephone No:-. 0891- 2871347/2521109
Fax : - 0891 – 2560581/2565920

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Alternatively, tenderers may contact at the following address for clarifications regarding sale of Tender documents submission, receipts of tender etc.:

**Joint General Manager (O/P)ID
Dredging Corporation of India Ltd.,
Dredge House, Port Area, VISAKHAPATNAM -530001
Telephone No: - 0891- 2871332
Fax: - 0891 – 2560581/2565920**

The Detailed NIT and Complete Tender Document are hosted in web sites www.dredge-india.com, www.tenders.gov.in, and www.eprocure.gov.in. Interested parties may visit the same. The tender document can be down loaded from our Website by remitting an amount of **Rs.5,250.00/-**(Rupees five thousand two hundred fifty only)through**NEFT/RTGS** andthe copy of electronic receipt/UTR should be submitted with Technical Bid.

The details of DCI Current Account at Syndicate Bank are follows: -

DCI Current Account No: **-35833070000014**
Branch name: **-DCI LTD PORT AREA BRANCH VISAKHAPATNAM**
IFSC/RTGS No: **-SYNB0003583**
SWIFT Code No: **-SYNBINBB032**

The downloading of document shall be carried out strictly as 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.

Dredging Corporation of India Ltd. reserves the right to:

1. Issue Tender Documents only to those considered capable to execute the work.
2. Accept or reject any or all Tenders without assigning any reason whatsoever.
3. To split the work between Tenderers
4. Cancel the tender enquiry at any stage without assigning any reason.
5. Reject the tender received with counter conditions

GENERAL MANAGER (PE)&HOD (IDD)

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SECTION II
INSTRUCTIONS TO BIDDERS
(ITB)

BACKGROUND

Dredging Corporation of India Limited, Visakhapatnam (DCI), is a public sector undertaking under the Ministry of Shipping, Government of India. DCI was formed during the year 1976 to promote Dredging, Land Reclamation and Marine services to Major ports and other maritime organizations. The Corporate office of the Corporation is situated at Visakhapatnam in Andhra Pradesh, India.

DCI has successfully undertaken several Capital Dredging, Land reclamation projects and carrying out annual Maintenance dredging of major and Minor ports in India, Indian Navy, Shipyard since its formation. DCI stands to-day as India's premier organization in dredging and land reclamation projects.

DCI has been appointed by HURL(HINDUSTAN URVARAK & RASYAN LTD) for carrying out DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA TALL) IN GORAKHPUR, UTTAR PRADESH STATE. The details of dredging requirement & reclamation are specified in Scope of Work in Special Conditions. In this regard DCI intends to carry out the above work through intending parties/firms/companies/National/ International level and repute on comprehensive and extensive basis having sufficient experience and establishment, expertise, specialization, and infrastructure facility/s available with expertise logistic support etc. in the field of Dredging activity in Ports/Harbours/Rivers/Lakes

INTRODUCTION

1. **ELIGIBLE BIDDERS**

- 1.1. This Invitation for Bids is open to all who satisfy the conditions stipulated in the bid document.
- 1.2. 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 DCI.

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1.3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI's Clients in accordance with ITB Clause 32.

2. COST OF BIDDING

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

3. THE BIDDING DOCUMENTS

3.1. CONTENT OF BIDDING DOCUMENTS

The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:

- a) Instructions to Bidders (ITB)
- b) General Conditions of Contract (GCC)
- c) Special Conditions of Contract (SCC)
- d) Technical Specification
- e) Sample Forms containing the following:
 - Bid Form
 - Price Schedules
 - Proforma for Bank Guarantee for Earnest Money Deposit
 - Agreement Form
 - Performance Security Form
 - Pre Qualification Requirements

4. BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT

4.1. The Bidding Document shall be read in conjunction with any Amendment / Corrigendum / Addendum / Clarifications, etc. issued from time to time..

4.2. The bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document. Failure on part of bidder to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document may result in the rejection of the bid.

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- 4.3. i) At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- ii) The Amendment shall be part of the Bidding Document. All Amendments / Corrigendum / Addendum / Clarifications / etc. (If any) and shall be hosted on the website and shall not be published in newspapers or sent by post/e-mail to bidders.
- iii) Bidders have to take into consideration of all such Amendments / addendum/ corrigendum/ clarifications, etc. web hosted, before submitting the bid.
- iv) In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the DCI may, at its pleasure, extend the deadline for the submission of bids.
- 4.4. All Amendments / Corrigendum / Addendum / Clarifications, etc. (if any), shall be hosted on the website www.dredge-india.com, www.tenders.gov.in, and <http://eprocure.gov.in>. and shall not be published in newspapers or sent by post/e-mail. Hence, all interested/prospective bidders are advised to regularly visit website for any update.

4.5. CLARIFICATION OF BIDDING DOCUMENT:

- 4.5.1. Although the details presented in this Bidding document consisting of Conditions of Contract, Scope of Work and Specifications and Drawings have been compiled with all reasonable care, however it is the bidder's responsibility to ensure that the information provided is adequate and clearly understandable.
- 4.5.2. Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, bidder may request information/ clarification/query of the Bidding Document in writing at DCI's mailing address indicated in the 'Instructions'.
DCI will respond to such clarification or queries by issuing Amendment / Corrigendum / Addendum / Clarifications / etc. which shall be hosted on the website www.dredge-india.com, www.tenders.gov.in, and www.eprocure.gov.in and shall not be published in newspapers or sent by post/e-mail to bidders. Bidders who submit their bids shall be presumed that they have gone through and are aware of all Amendments / Corrigendum / Addendum / Clarifications / etc. to bidding document (if any) issued and any claim from bidder that such

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Amendments/ Corrigendum / Addendum / Clarifications / etc. to bidding document (if any) were not received by them will not be entertained.

5. PRE-BID MEETING:

- 5.1. The prospective bidder (s) or his designated representative, who have downloaded the bid document are invited to attend a pre-bid meeting which will take place on 11.04.18 at 1100 hrs at the address mentioned.
- 5.2. The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised by the due date.
- 5.3. The bidder is requested, as far as possible, to submit queries (if any) by e mail to iddivision@dcil.co.in / kmchoudry@dcil.co.in / nsrprasad@dcil.co.in / suryakant@dcil.co.in / rgsekar@dcil.co.in to reach office not later than 2 days before the pre-bid meeting. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be hosted on website
- 5.4. Any modifications of the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by DCI exclusively through the issue of an Amendment / Corrigendum / Addendum / Clarifications / etc. which shall be hosted on the websites www.dredge-india.com, www.tenders.gov.in, and www.eprocure.gov.in.
- 5.5. Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.
- 5.6. Any failure by Bidder to comply with the aforesaid requirement shall not excuse the bidder, after subsequent award of contract, from performing the work in accordance with the agreement.
- 5.7. Bidders are requested to resolve all their clarifications/queries to the Bidding Document during the pre bid meeting. Thereafter bidders are requested to submit their bid in total compliance to Bidding Document without any deviation / stipulation / clarification / assumption

6. CONFIDENTIALITY OF BIDDING DOCUMENT:

The Bidding Document is and shall remain the exclusive property of the DCI without any right to Bidder to use them for any purpose except for the purpose of bidding.

Contractor Signature with seal

7.0. PREPARATION OF BIDS
LANGUAGE OF BID

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

7. DOCUMENTS COMPRISING THE BID

7.1. The Bids shall be in Two Cover System consisting of

- Techno Commercial Bid (Cover A); and
- Price Bid (Cover B)

7.2. The "Techno Commercial Bid" (Cover A) prepared by the Bidder shall comprise the following components:

- 7.2.1. A Bid Form except the Price Schedule completed in accordance with ITB Clause 8
- 7.2.2. Downloaded Tender document including Amendment / Corrigendum / Addendum / Clarifications if any duly signed in all pages with seal.
- 7.2.3. "Schedule of Rates" (BOQ) with prices blanked out mentioning "Quoted/ Not quoted" against each item.
- 7.2.4. Details of similar works previously carried out by the firm with value of each work.
- 7.2.5. Copies of Authentic performance certificates such as work order/ Agreement / Work Completion Certificate obtained from the client indicating the bidder has carried out similar works successfully to be produced to establish the credibility mentioning total value of work and period of completion of work.
- 7.2.6. Details of Dredgers and Ancillary crafts proposed to be deployed for carrying out the subject work along with the specification & condition and present place of availability. The proposed dredgers should be of Standard make/builders.
- 7.2.7. In case of dredgers proposed on Charter or Hire, documentary evidence of confirmed agreement for the duration of the contract shall be submitted along with the bid.

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- 7.2.8. An undertaking as per Appendix VIII, Declaration that the proposed Dredgers & Ancillary crafts will be mobilised within 45 days from the date of LOI.
- 7.2.9. The firm should have a team of Good, experienced & professional persons for executing the subject work and their CV's should be furnished.
- 7.2.10. Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet and profit and loss account for the last three years ending 31stMarch'2017.
- 7.2.11. Earnest money deposit of Rs 31,11,600/-(Rupees Thirty One Lakhs Eleven Thousand and Six Hundred only)to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed or in the form of Bank Guarantee as per format provided in the tender
- 7.2.12. PAN Number issued by Income Tax Authorities- (photocopy of Pan card to be enclosed)
- 7.2.13. GST Registration certificate copy (Photo copy to be enclosed).
- 7.2.14. Provident Fund Registration Number along with copy of PF code allotment letter.
- 7.2.15. The bank account details for transactions i.e.
- i) Name of the Account Holder
 - ii) Type of Account
 - iii) Bank account number
 - iv) Bank Name, branch & place.
 - v) IFSC/RTGS No and MICR Code.
- 7.2.16. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
- 7.2.17. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company. Tenderers information- Appendix-I

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- 7.2.18. Statement of Similar Works as per eligibility Criteria, Executed/Completed /substantially completed during the last 7 years ending 31.03.2017Appendix-I
- 7.2.19. Statement of works abandoned/left Incomplete Appendix – III
- 7.2.20. Annual Turnover Record Appendix – IV along with copy of certified Annual Reports
- 7.2.21. Litigation History Appendix – V
- 7.2.22. Undertaking by Tenderer Appendix – VI
- 7.2.23. Certificate of Familiarization Appendix- VII
- 7.2.24. 'Letter of Authority' in favour of any one of bidder's executive having authority to attend the un-priced and price bid opening on specified dates and venue
- 7.2.25. All necessary documents to establish the Bidders' Qualification Criteria
- 7.2.26. Any other information/ details required as per Bidding Documents
- 7.2.27. 'No deviation Certificate' (to be submitted in a single sealed envelope).
- 7.2.28. Check list for Techno-Commercial Bid
- 7.2.29. A separate letter addressing to General Manager(PE)& HOD(IDD) confirming that the bidder has accepted all terms and conditions laid down in the Bid Document.
- 7.2.30. DCI reserves its right to seek any other details documents to ascertain the competence of the tenderer. If the tenderer is not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected. .

8. BID FORM

- 8.1. The Bidder shall complete the Bid Form except the Price Schedule furnished in the Bidding Document given in Section VI along with the enclosures specified in Clause 7.2 of ITB and enclose the same in the cover containing the "Techno-Commercial Bid" - (Cover A) and properly sealed.

Contractor Signature with seal

9. BID PRICES

- 9.1. Rates must be filled in formats for 'Schedule of Rates' (BOQ) enclosed as part of bidding Document. If bidder quotes in separate typed sheets and any variation in item description, unit of measurement, etc. are noticed, then the bid is liable to be rejected.
- 9.2. The bidder shall quote his prices only in Price Schedule furnished in the bidding document and enclose it in the Price Bid. 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 should not contain any conditions. Conditional tenders are liable for summary rejections.
- 9.3. Bidder shall quote for all the items of 'Schedule of Rates' after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work as per Scope of Work, Specifications, Standards, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

9.4. TAXES AND DUTIES:

- 9.4.1. The quoted prices shall be inclusive of all taxes and duties including Excise Duty, Sales Tax, VAT (on goods consigned to DCI), VAT on Works Contract and any other taxes/duties / levies as applicable, except GST as applicable with respect to Contractor's scope of work. Contractor shall not be compensated for any change in taxes and duties due to wrong assessment and / or statutory variation.

It shall be presumed that bidders have ascertained all applicable taxes, duties, levies etc. for the said work and quoted rates accordingly. cess thereon (including statutory variation, if any) shall be paid, wherever service provider is liable to pay GST, on submission of invoice(s) as per GST Rule.

10. BID CURRENCIES

- 10.1. Bidder shall quote in Indian Rupees only and shall receive the payment in such currency.

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11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

- 11.1. Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications as per NIT to perform the contract if its bid is accepted.
- 11.2. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the DCI'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;

12. EARNEST MONEY DEPOSIT (EMD)

- 12.1. Pursuant to ITB Clause 7, the Bidder shall remit an amount of Rs 31,11,600/- (Rupees Thirty One Lakhs Eleven Thousand and Six Hundred only)/- against the Earnest Money Deposit through NEFT/RTGS

The details of DCI Current Account at Syndicate Bank are as follows:-

DCI Current Account No: - 35833070000014

Branch Name DCI Ltd Port Area Branch Visakhapatnam

IFSC/RTGS No: - SYNB0003583

The copy of electronic receipt/UTR should be attached with the tender "or unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank. The same should be attached with the tender and placed in "Cover-A". The Earnest Money Deposit shall not carry any interest.

- 12.2. The Earnest money is required to protect the DCI against the risk of Bidder's conduct, which would warrant the earnest money forfeiture, pursuant to ITB Clause 12.6.
- 12.3. The earnest money deposit submitted in the form of a Demand Draft or a bank guarantee issued shall be valid for sixty (60) days beyond the validity of the bid.
- 12.4. Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 21
- 12.5. Unsuccessful bidders' earnest money deposit will be discharged or returned as promptly as possible, but not later than sixty (60) days after the expiration of the period of bid validity prescribed by the DCI pursuant to ITB Clause 13 without interest.

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12.6. The earnest money deposit may be forfeited:

- a) If a Bidder:
 - I) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - II) does not accept the correction of errors pursuant to ITB Clause 21.2; or
- b) in the case of a successful Bidder, if the Bidder fails:
 - I) to sign the contract in accordance with ITB Clause 29; or
 - II) to furnish performance security in accordance with ITB Clause 30.

13. PERIOD OF VALIDITY OF BIDS:

13.1. The Tenderer should keep open the validity of the Bid for **120** days from the date fixed for its opening or from the date of its opening of un-priced bid(Techno Commercial bid) 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 Fax by DCI is made before the expiry of the initial validity period of **120** days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.

Bidder shall not be entitled during the said period of Four months, without the consent in writing of the DCI, to revoke or cancel their Bid or to vary the Bid given or any term thereof.

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

14. FORMAT AND SIGNING OF BID

14.1. Special care shall be taken to write the rates in figures as well as in words in the price schedule such a way that no interpolation is possible. In case of figures words "Rupees" should be written before and words, "Paisa" after decimal figures.

14.2. Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

Contractor Signature with seal

15. SITE VISIT:

- 15.1. a. Bidder is advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract.
 - b. The bidder should assess all local issues and site conditions before participating in the tender
 - c. The bidder should access the route i.e. Roads/Tunnels/Bridges for transporting the proposed Dredger and Ancillary crafts to the site, availability of cranes and all other bottle necks for mobilising the equipment, satisfy themselves fully before submission of bids.
 - d. The bidder is advised to engage an agency who are experienced and well conversed with the route and site conditions for transportation of equipment.
 - e. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.
- 15.2. The bidder and any of his personnel or Agents will be granted permission by the DCI to enter upon his premises and lands for the purpose of such inspection. DCI shall provide necessary assistance with regard to acquaintance of the site, if required, to the bidder(s) for the purpose of site visit.
- 15.3. The tenderer should visit the sites and assess by him the availability of resources such as disposal sites, water, electricity, fuel, land for disposal and skilled/unskilled manpower as these shall have important bearing on the cost.

16. SUBMISSION OF BIDS -Sealing and Marking of Bids

- 16.1. The Techno- Commercial Bid along with all enclosures to be put in a sealed cover super scribed with the words - Cover-A –Technical Bid for the work “DREDGING & RECLAMATION AT CHILWA TALL OR CHILVA(MAHESRA) LAKE IN GORAKHPUR, UTTAR PRADESH STATE “by with Tenderers address and shall be submitted on or before 1500 hrs on 30.05.18.
- 16.2. The Price Bid(Cover B) containing only tendered amount is required to be put in another sealed cover super scribed with the words – Cover-B “Price Bid” for the work “DREDGING & RECLAMATION AT CHILWA TALL OR CHILVA(MAHESRA) LAKE IN GORAKHPUR, UTTAR PRADESH STATE”with Tenderers address and shall be submitted on or before 1500 hrs on 30.05.18.

Contractor Signature with seal

16.3. Tenderer should ensure that his tendered amount as per Cover-B is not mentioned in any other document directly or indirectly. The duly sealed covers A & B are to be put again in an another separate main sealed cover super scribed with the words "DREDGING & RECLAMATION AT CHILWA TALL OR CHILVA(MAHESRA) LAKE IN GORAKHPUR, UTTAR PRADESH STATE " to be submitted to the GM(PE)&HOD(IDD) , Dredging Corporation of India Limited, 'Dredge House', Port Area, Visakhapatnam-53 0001 on or before 1500 Hrs 30.05.18.

16.4. If the outer cover is not sealed and marked as required by ITB Clause 16.3, the DCI will assume no responsibility for the bid's misplacement or premature opening.

17. DEADLINE FOR SUBMISSION OF BIDS

17.1. Bids must be received by the DCI at the address specified under Invitation of Bids (ITB) no 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 DCI, the bids will be received up to the specified time on the next working day.

17.2. The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. LATE BIDS:

18.1. Any bid received by DCI after the deadline for submission of bids prescribed by the DCI pursuant to ITB Clause 16 due to reason as mentioned in 16.1 will be rejected and returned unopened to the Bidder.

19. MODIFICATION OF BIDS

19.1. The Bidder cannot modify or withdraw its bid after the bid's submission.

20. OPENING AND EVALUATION OF BIDS- Opening of Bids by DCI

20.1. The DCI will open all the outer covers containing both sealed Covers A and B of the bids and the Cover A Techno-Commercial Bids only in the presence of bidders' authorized representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance. In case the Techno-Commercial Bids of the tender, scheduled to be opened, cannot be opened on that day, the subsequent date of opening will be informed to the tenderers separately. After the tenders are opened, no tenderer shall be allowed to

Contractor Signature with seal

make any change of specification or the Prices or terms and conditions quoted by him, unless specifically asked to do so by the DCI in writing by way of clarifications

- 20.2. All the Covers "B" containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.
- 20.3. The bidders' names, bid modifications or withdrawals and the presence or absence of requisite earnest money deposit and such other details as the DCI, at its discretion, may consider appropriate, will be announced at the opening of the "Techno-Commercial Bid". No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 17.

21. CLARIFICATION OF BIDS

- 21.1. During technical evaluation of the bids, the DCI may, at its discretion, ask the Bidder for a clarification of 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.

22. PRELIMINARY EXAMINATION

- 22.1. DCI will examine the Techno-Commercial 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 NIT.
- 22.2. The DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 22.3. Prior to the detailed evaluation, pursuant to ITB Clause 22, the DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 12), Applicable Law (GCC Clause 23), and Taxes and Duties (GCC Clause 25), Performance Security (GCC Clause 5), and Force Majeure (SCC Clause:- 33) will be deemed to be a material deviation.

The DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.

- 22.4. If a bid is not substantially responsive, it will be rejected by the DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- Contractor Signature with seal

23. EVALUATION AND COMPARISON OF BIDS

23.1. The Cover B containing the Price Bids will be opened of only those tenderers who have been qualified technically at a later date. The date and time of opening of Cover B - Price Bid shall be notified to all the technically qualified bidders and will be opened in the presence of such authorized persons or representatives who wish to be present. Further, the tenderers shall quote their rates only in the prescribed price schedule/BOQ placed in the tender document and all the items in the price schedule /BOQ to be quoted.

23.2. 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. The decision of the GM(PE) & HOD(IDD) DCI, Visakhapatnam will be final.

24. CONTACTING THE DREDGING CORPORATION OF INDIA LTD. (DCI)

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

24.2. Any effort by a Bidder to influence the DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

25. AWARD OF CONTRACT -Post –qualification:

25.1. In the absence of pre-qualification, the DCI 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.

25.2. 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 DCI deemed necessary and appropriate.

26. AWARD CRITERIA; Subject to ITB Clause 28, the DCI will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid. However, DCI reserves the right to accept or reject any bid as specified in Clause 27 of ITB.

Contractor Signature with seal

27. RIGHT TO VARY PERIOD OF CONTRACT AT TIME OF AWARD:

The contract period is Fifteen months including mobilization and Monsoon period. If any extensions given by DCI due to any reason, Contractor has to execute the work as per rates quoted and agreed in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document. DCI reserves right regarding giving extension, deciding period of extension / curtailment and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.

In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 30 days notice of termination. 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 30 days notice by the project office, 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.

28. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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

29. NOTIFICATION OF AWARD (LETTER OF INTENT):

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

29.2. The notification of award (LOI) will constitute the formation of the Contract.

30. PERFORMANCE SECURITY;

30.1. Within Ten (10) days of the receipt of notification of award from the DCI, the successful Bidder shall furnish the performance security in accordance with the GCC Clause No:- 5 of Conditions of Contract. Failure of the successful Bidder to comply with the requirement of ITB Clause 30 or ITB Clause 31 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

Contractor Signature with seal

31. SIGNING OF CONTRACT:

31.1 Bidder has to make arrangements to execute the Contract Agreement with DCI at his cost on receipt of Work Order, which shall be placed on receipt of Performance Security.

32. CORRUPT OR FRAUDULENT PRACTICES:

32.1. The DCI requires that the Bidders/Contractors/ observe the highest standard of ethics during executing the subject contract. In pursuance of this policy, the DCI, defines for the purposes of this provision, the terms set forth below as follows:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition; will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

32.2. Will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.

33. GENERAL:

33.1. Bid Documents are not transferable.

33.2. Where the Bidder fails to enter a price or a rate in any, or part of the item of bill of quantities, 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.

33.3. The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.

33.4. All Signatures in the Document shall be dated.

33.5. All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.

Contractor Signature with seal

33.6. Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejected.

Contractor Signature with seal

SECTION III
GENERAL CONDITIONS OF CONTRACT
(GCC)

1. DEFINITIONS

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

1.1.1. "Corporation" means the Dredging Corporation of India Limited (DCI).

1.1.2. "Chairman and Managing Director (CMD)" means the Chairman and Managing Director of DCI.

1.1.3. "The Contract" means the agreement entered into between the DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.1.4. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

1.1.5. "The Contractor" means the individual or firm or company supplying the Services under this Contract and named in SCC.

1.1.6. "The Services" means all of the services, which the Contractor is required to supply to the DCI under the Contract.

1.1.7. "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".

1.1.8. "Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.

1.1.9. "Engineer" means the DCI's official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.

1.1.10. "Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.

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- 1.1.11. "Contractor" means the person or persons, firm or company whose tender / offer has been accepted by the DCI and includes the Contractor's Representatives, heirs, successors and assigns, if any permitted by the DCI.
- 1.1.12. "Excepted Risks" are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.1.13. "GCC" means the General Conditions of Contract contained in this section.
- 1.1.14. "SCC" means the Special Conditions of Contract.
- 1.1.15. "Day" means 24 hours / calendar day. (Commencing 0000 hrs midnight till 2400 hrs including holidays and Sundays).
- 1.1.16. "Month" means the English calendar month.
- 1.1.17. "Singular/Plural" Word importing the singular only, also includes the plural and vice-verse where the context so requires.
- 1.1.18. "The heading /Marginal Notes" in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

2. APPLICATION:

- 2.1. These General Conditions shall apply to the extent that they are not superseded by provisions in this and other parts of the Contract.

3. STANDARDS :

- 3.1. The services provided under this contract shall confirm to the Standards mentioned in " Technical Specifications"

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR:

- 4.1. APPLICABILITY OF LAWS ON THE CONTRACT: The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Andhra Pradesh, India, including the following Acts.

- 4.1.1. The Indian Contract Act, 1872

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4.1.2. The Workmen's Compensation Act, 1923

4.1.3. The Minimum Wages Act, 1948

4.1.4. The Contract Labour (Regulation & Abolition) Act, 1970.

4.1.5. The Indian Arbitration and Conciliation Act (1996)

4.2. PROTECTION OF ENVIRONMENT:

4.2.1. The contractor shall take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

4.2.2. During continuance of the contract, the contractor and his representative shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State and Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notifications that may be issued in this respect in future by the State or Central Government or the local authority.

4.2.3. The contractor shall implement the Environmental Management Plan (EMP) measures, enhancement measures and measures as directed by ENGINEER from time to time. Some of these measures as part of Environmental Management Plan (EMP).

4.2.4. The contractor shall submit a report on compliance as per the monitoring Plan approved by State authorities. Submitted by the contractor. Salient features of some of the major laws that are applicable are given below.

4.3. THE WATER (PREVENTION AND CONTROL OF POLLUTION) ACT, 1974.

This provides for the prevention and control of water pollution and the maintaining and restoring the wholesomeness of water.

"Pollution means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may or is like to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals and plants or of aquatic organisms.

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4.4. THE AIR (PREVENTION AND CONTROL OF POLLUTION) ACT, 1981.

This provides for the prevention, Control and abatement of air pollution.

'Air Pollution" means the presence in the atmosphere of any 'air pollutant" which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or properties or environment.

4.5. THE ENVIRONMENT (PROTECTION) ACT, 1986.

This provides for the protection and improvement of environment and for matters connected. Therewith, and the prevention of hazards to human beings, other living creatures, plants and property.

'Environment includes water, air and land and the inter-relationship, which exists among and between water, air and land, and human beings, other living creatures, plants, microorganisms and property.

4.6. THE PUBLIC LIABILITY INSURANCE ACT, 1991.

This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation, which is, defined as hazardous substance under the Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the State or Central government. Key Environmental legislation in India are reported in Table.

4.7. CONTRACTOR TO EXECUTE CONTRACT AGREEMENT:

After receipt 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.

4.8. INTERPRETATION OF CONTRACT DOCUMENT – ENGINEERS' POWER

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

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parties to the Contract. General Manager (PE)&HOD(IDD) is the competent in this regard.

4.9. 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 (a) for 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) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "Piece rate" basis shall not be deemed to be subletting under this clause.

4.10. CONTRACTOR TO SUPERVISE THE WORKS

Necessary and adequate supervision shall be provided by the contractor during execution of contract. The contractor or his competent and authorized agent or representative shall constantly be at site and instructions given to him by the Engineer or his Representative in

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

4.10.1. Contractor is Responsible for all Damages to Other Structures/ Persons, Caused by him inExecuting the Work.

The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the DCI against claim for injury, loss or damage caused by the Contractor in connection with the execution of the work to the aforesaid properties, structures and services and / or to any person including the Contractor's workmen. Cost of insurance Cover, if any, taken by the Contractor shall not be reimbursed by the DCI, unless otherwise stipulated in the Contract.

4.10.2. Contractor to Indemnify the DCI against all Claims for Loss, Damage etc.

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

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- 4.10.4. Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- 4.10.5. 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.
- 4.10.6. Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.
- 4.10.7. Damage / injury caused to waterway and bridge during the course of dredging in connection with the work..
- 4.10.8. NOTICE TO CONTRACTOR

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of DCI's enlisted Contractor to the address as appearing in the DCI'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.

5. PERFORMANCE SECURITY

- 5.1. Within Ten (10) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security to the DCI in the amount specified in the Special Conditions of Contract.
- 5.2. The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract
- 5.3. A sum equal to 10% of the of the contract value as indicated in Letter of Award of Work(LOI) shall be deposited by the contractor as Performance Security Deposit through NEFT/RTGS. Alternatively at Contractors option, EMD can be converted as part of the Performance Security Deposit and balance amount shall be deposited or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalised Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure enclosed. Bank Guarantee shall be valid till completion of work including extended period, if any

Contractor Signature with seal

5.4. The details of DCI Current Account at Syndicate Bank is as follows: -

DCI Current Account No :- 35833070000014
Branch Name :- DCI Ltd Port Area Branch Visakhapatnam
IFSC/RTGS No :- SYNBO003583
SWIFT Code No :- SYNBINBBO3

In case the contract is further extended beyond 15(Fifteen) months, the BG submitted should be extended within 10 days after receiving letter of extension of contract from DCI.

Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project In Charge. If Bank Guarantee is submitted against Performance Security, it should be valid till completion of work including extended period if any.

5.5. The whole of the Performance Security shall be liable to be forfeited by the competent Authority at his discretion in the event of any breach of contract on the part of the Contractor if the Contractor fails to perform or fulfil any of the conditions of the contract. On due and faithful completion of the entire work, the Performance Security shall be returned to the Contractor, subject to the issue of Completion Certificate by the Engineer. This shall not relieve the Contractor from his obligations and liabilities, to make good any failures, defects, imperfections, shrinkages, or faults that may be detected during the defect liability period of six months for Civil works.

5.6. The performance security will be discharged by the DCI and returned to the Contractor with in 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.

6. INSURANCE:

6.1. 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.

6.2. 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. Contractor is responsible for liabilities towards his own man power.

6.3. 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.)

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- 6.4. The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected.
- 6.5. 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
- 6.6. 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 DCI, then and in any such case the DCI 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.
- 6.7. In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.

WORKMEN COMPENSATION AND DCI'S LIABILITY INSURANCE:

Insurance shall be effected for all the contractor's employees engaged in the performance of this contract. If any of the work is sublet, the contractor shall require the sub-contractor to provide workman's compensation and DCI's liability insurance for the latter's employees if such employees are not covered under the contractor's Insurance

ACCIDENT OR INJURY TO WORKMEN:

The DCI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor save and except an accident or injury resulting from any act or default of the DCI, his agents or servants and the contractor shall indemnify and keep indemnified the DCI against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

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TRANSIT INSURANCE:

In respect of all items to be transported by the contractor to the site of work, the cost of transit insurance should be borne by the contractor and the quoted price shall be inclusive of this cost

COMPREHENSIVE AUTOMOBILE INSURANCE:

This insurance shall be in such a form as to protect the contractor against all claims for injuries, disability, disease and death to members of public including DCI's men and damage to the property of others arising from the use of motor vehicles during on or off the `site' operations, irrespective of the ownership of such vehicles

COMPREHENSIVE GENERAL LIABILITY INSURANCE:

This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in Uttar Pradesh and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.) The Contractor shall take out insurance policy

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in the joint name of DCI and Contractor from one or more nationalized insurance company from any branch office at Project site.) Any such insurance requirements as are hereby established as the minimum policies and coverage which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverage at Contractor's sole expenses.

ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY DCI:

Contractor shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to DCI. He shall also carry and maintain any other insurance which may be required by the DCI.

DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY :

Contractor shall be responsible for making good to the satisfaction of the DCI any loss or any damage to structures and properties belonging to the DCI or being executed or procured or being procured by the DCI or of other agencies within in the premises of all the work of the DCI, if such loss or damage is due to fault and/or the negligence of the contractor, his employees, agents, representatives or sub-contractors ,the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the DCI or ascertained or demanded by the third party shall be borne by the contractor. the contractor shall indemnify and keep the DCI harmless of all claims for damages to property other than DCI's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or wilful acts or omission of the contractor, his employees, agents, representative of sub-contractor.

7. MODE OF MEASUREMENT AND PAYMENT:

- 7.1. The measurement of the quantity of the dredged out material will be calculated as per the quantum of material dredged in the dredging area earmarked.. Pre, Progress & Post dredging survey charts of dredging area shall be considered for payment.
- 7.2. Quantity of dry excavation shall be calculated by land survey and shall be paid as per unit mentioned in BOQ.
- 7.3. The quantity certified by the agency appointed by M/s HURL as third party shall be considered for monthly payments. The monthly bills shall be released with in 30 days from the date of receipt of certified bill from third party agency appointed by M/s. HURL

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7.4. The Bill for Services rendered/payment will be made on a monthly basis, by concerned Project Office /Head Office through NEFT/RTGS only. No advance for the work done or any other advance whatsoever will be payable to the Contractor. The work done certificate shall be certified by Site-In-Charge or the person nominated by Project In Charge.

7.5. The details of wages paid and statutory recoveries like PF and other statutory recoveries of the crew / workers should be indicated in the wage slip and same should be must be attached to the Bill. Payment for the crew/workers should not be less than the minimum wages paid at the place of working. However the proof of payment of such Statutory recoveries should be submitted later periodically.

8. VARIATION AND ADJUSTMENTS

PRICE VARIATION CLAUSE

The rates quoted by the tenderer and accepted by DCI shall hold good till the completion of work and no additional claim will be admissible on account of fluctuation in market rates, tools etc.

No cognizance will be given for any sort of fluctuations in rates of any individual items for the purpose of making adjustment in payments.

9. CHANGE ORDERS

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

9.2. However contractor has to execute the instructions given by DCI without any extra cost to DCI.

10. CONTRACT AMENDMENTS

10.1. Subject to GCC Clause 11, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

11. ASSIGNMENT

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

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12. SUBCONTRACTS

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

13. DELAYS IN THE CONTRACTOR'S PERFORMANCE

13.1. The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the DCI in the Schedule of Requirements.

13.2. If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the DCI in writing of the fact of the delay, its likely duration and its cause(s).

13.3. Except as provided under GCC Clause 13, 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 Clause 14, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages

14. LIQUIDATED DAMAGES

14.1. If the contractor fails to complete the work within the contract period, 0.5 % per week of the contract value or part thereof will be deducted from contractor's running bills as Liquidated Damages, due to the failure of the contractor subject to maximum of 10% of the contract value. Once the maximum is reached, the DCI may consider termination of the contract.

15. Backing of contractor at any stage during the contract period the entire EMD and SD will be forfeited without any prejudice.

16. INCENTIVE/PENALTY: -

a) If the entire work is completed before fifteen months, 1% of contract value shall be paid as incentive.

b) If work is not commenced within 45 days from the date of LOI , a penalty of Rs 10,000/- per day will be levied for delay in commencement of work.

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17. TERMINATION FOR DEFAULT

- 17.1. The DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
- 17.2. If the Contractor fails to provide the service within 15 days, or within any extension thereof granted by the DCI pursuant to GCC Clause 14; or
- 17.2.1. If the Contractor fails to perform any other obligation(s) under the Contract.
- 17.2.2. If the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause: "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition.

- 17.3. In the event the DCI terminates the Contract in whole or in part, pursuant to GCC Clause no 17.1 the DCI 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 DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

18. TERMINATION FOR INSOLVENCY

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

19. TERMINATION FOR CONVENIENCE:

- 19.1. The DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI's convenience, the extent to which

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performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of 30 days will be given.

20. SETTLEMENT OF DISPUTES

20.1. DISPUTE RESOLUTION

20.2. During the course of contract execution, If any dispute or difference of any kind whatsoever shall arise between the DCI and the Contractor in connection with arising out of the Contract will have to be settled mutually as far as possible.

20.3. In case if the disputes are not resolved or contractor not happy with the results, the contractor may opt for Arbitration at the end of the contract.

20.4. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced after providing the services under the Contract.

20.5. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

21. LIMITATION OF LIABILITY:

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

22. 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.

23. APPLICABLE LAW

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

24. COMPLIANCE WITH STATUTORY REQUIREMENTS:

The contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local

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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 DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws or scheme by the Contractor.

If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the DCI shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the DCI is required or called upon to pay or reimburse on behalf of the contractor.

25. TAXES AND DUTIES

25.1. 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.

25.2. 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.

26. The copy of GST registration certificate to be furnished along with the tender. The GST registration number to be mentioned in the invoice for payment

26.1. The amount and rate of GST shall be separately and distinctly specified in the Invoice(s). In addition to above, invoice / bill shall be serially numbered and should also specify following: -

- a. The name, address and registration number of the service provider.
- b. The name and address of the recipient of the taxable service.
- c. Description, classification and value of taxable service provided and
- d. The GST payable on such services

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27. INCOME TAX DEDUCTION:

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

28. EMPLOYMENT OF RELATIVES:

28.1. 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

28.2. The tenderer shall have to give a Certificate that the Contractor 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 the bid process and have not committed any offence under the PC Act in connection with the bid.

28.3. 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.

29. NOTICES

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

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

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SECTION -IV
SPECIAL CONDITIONS OF CONTRACT
(SCC)

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

1. SCOPE OF WORK:

The subject dredging work is being proposed by M/s Hindustan Urvarak&Rasayan Ltd. (HURL), a Joint Venture Company (JVC) of three Maharatnas CPSE's - M/s National Thermal Power Corporation (NTPC), M/s Coal India Limited (CIL), and Indian Oil Corporation Ltd. (IOCL) is developing Ammonia Urea Fertilizer Plant Gorakhpur in the premises of closed Gorakhpur Unit at FCIL.

The joint venture has been formed by Union Cabinet for the revival of the selected closed Fertilizer units. The fertilizer unit at Gorakhpur has been closed some time ago and HURL is in the process of revival of closed unit. The fertilizer plant requires about 32,400 Cu. Meter of fresh water per day for its operation and in order to meet the water requirement of the Plant, HURL propose to deepen the Chilwa Lake area (also known as ChilluaTaal or MahesaraTaal) to a depth of about 3.0 Mts to increase the storage capacity and to develop the adjacent areas. Dredging and removal of aquatic plants from the lake is required to be done in order to increase the storage capacity, improve the water quality and restoring the health of aquatic ecosystems. Dredging will also increase in storm/ storage capacity there by lowering the possibility of flooding during monsoon.

MahesaraTaal, also called Chilwa Lake is located in the North of Gorakhpur city, on the highway of Nautanwa towards Nepal. The lake requires desilting and dredging for removing the silt and increasing the depth to meet the water requirement of proposed plant.

Site information

MahesaraTaal is located in the North of the Gorakhpur city on the highway of Nautnva towards Nepal and adjacent to the Fertilizer Plant. Gorakhpur extends between the latitudes 26o42'30" North and longitudes 83o25'07" East. Gorakhpur is located in the east confluence of rivers Rapti and Rohini which is in the eastern part of the state of Uttar Pradesh in India.

The MahesaraTaal inflows receives through Mahesara lake channels flows through the forest area in the east and also floods back from rivers

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Rapti&Rohini confluence during monsoon season. River Rohini originates from Nepal and flows through the border. The highway and rail line crosses the Mahesarataal and parts the taal in east and west. NHAI – Gorakhpur – Ferenda – Nautanwa-Sonauli Highway Upgrade works are in progress.

The Mahesarataal is a eutrophic perennial lake. The maximum depth seen here is during the monsoon period of about 2.00 m with sludge deposition over 2.50 m in thickness. It submerges said to be about 1000 Ha of land. The mean annual rainfall of the area is 1245.67 mm. The relative humidity ranges from 36% to 91%. Hence the climate can be considered as sub-humid, sub-tropical monsoon.

Due to silt depositions over the decades and insufficient monsoon the Chilwa Taal has become like a canal during the off season. The main source of intake for the lake is from rain water and a portion of flood water from River Rapti&Rohini during monsoon. Presently only 15% of the lake area is filled with water and balance 85% land portion with grass. As per the information available, during the monsoon period 100% of the lake area will be filled with rainy water. In order to retain the water body throughout the year, the authorities propose to deepen the lake by 3 mtrs depth.

Equipments to be deployed

- i. For dredging/wet excavation: Suitable Cutter Suction Dredgers capable of pumping upto a maximum of 1.50 KM.
- ii. For dry excavation: Ambibious hydraulic excavator/any other suitable machines, Hydraulic excavator with long & short boom, loaders and Tippers/dumpers
- iii. All survey equipment for bathymetric and topographic surveys.
- iv. Bull Dozer/ pay loader/ rollers, etc for levelling the area and dyke construction.

1.1. **MATERIAL TO BE DREDGED**

Dry Excavation

- a. The estimated area as per the reports for dry excavation is around 8.61 lakh sq.mtr.
- b. Removal of surface vegetation in dredging/excavation site (within the proposed lake area) and transporting the same up to a lead distance of 1.50 km (includes manpower, fuel, equipment & accessories, etc).
- c. The approximate quantity of excavation/ dry dredging is 1.2 million cum. Dry excavation is to be carried out to achieve the design level of + 68.50 M MSL.-

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Dredging/Wet Excavation

- a. The estimated area as per the reports for dredging/ wet excavation is around 6.14 lakh sq.mtr.
- b. Removal of Aquatic plants viz: hydrilla, water hyacinth, duck weed, trash etc., in the Chilwalake prior to desilting under water body for augmenting the storage capacity of raw water. The work shall be carried out in the water-logged area demarcated in the Chilwa Lake and disposing the trash materials on the disposal area up to distance of 1.50 km(includes manpower, fuel, equipments& accessories, etc).
- c. The approximate quantity of dredging is 0.8 million cum. Dredging/ Wet excavation is to be carried out to achieve the design level of + 68.50 M MSL.

Note: -

1. The approximate quantity to be dredged shall be finalised after completion of Pre dredging surveys.
2. The dredged material shall be disposed at the specified disposal areas, which shall be informed during the Pre Bid meeting. The work shall be done as per the directions and close supervision of Engineer in charge or his authorized representative

1.2. MOBILISATION

The bidder should mobilise minimum two Portable Cutter Suction Dredgers and ancillary crafts and other earth moving equipment within **45** days from the date of LOI.If bidder require additional equipment can be mobilised with the prior permission from DCI.

1.3. QUANTITY TO BE DREDGED: -

- a) The tentative Quantity to be dredged for wet dredging &Reclamation is 8.00 Lakh cum which may vary +/- **20%** for whichthe quoted rate per cum remains same.
- b) The tentative Quantity for dry excavation is 12.00 Lakh cum which may vary +/- 20% for which the quoted rate per cum remains same.
- c) The tentative quantity to be dredged shall be finalised after completion of Pre dredging surveys.

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1.4 MEASUREMENTS:-

- a) The Joint Survey to be conducted for Pre, Progress as well as Post dredging surveys by using Echo sounder, Automatic level and DGPS / RTK for position fixing. All the Joint surveys shall be arranged by contractor at his cost.
- b) Levels will be taken at the intervals of 5 X 2 m before commencement of Dry excavation and after completion of Dry excavation as Pre, progress & Post dredging surveys.
- c) Soundings will be taken at the intervals of 5 X 5 m by lead line/echo sounder before commencement of wet dredging and after completion of wet dredging as Pre, progress & Post dredging surveys.
- d) The dredged volume shall be calculated based on the levels/soundings taken before commencement and after completion of dredging of the area between dredging limits by using Simpson's rule

2. CONTRACT PERIOD:

The proposed period of contract is 15 (Fifteen months) including mobilization period and Monsoon period.

3. RATE

- 3.1. The tendered item rate for all items of the work shall be considered inclusive of all leads and lifts, fuel, skilled or unskilled labour & material required for working at all heights and depths, as per the drawings, royalty fee, terminal taxes, Octroi, entry tax etc, besides other taxes payable by the contractor such as Income Tax and Sales Tax on work contract and the sales tax applicable on the goods/material. Nothing extra shall be paid unless otherwise given in the description of item and no extra claim shall be entertained due to any reasons whatsoever on this account.
- 3.2. Nothing extra shall be paid unless otherwise specified on account of cutting of grass, bushes, levelling of undulation in the ground, existence of drain and temporary structures etc. requiring removal and difficulty due to space constraints.
- 3.3. Nothing extra shall be paid for working in foul conditions, dewatering or diversion unless otherwise specified. The tendered rates shall not be subject to any revisions for want of any information.

4. BAR CHART

The contractor shall be required to submit a detailed programme for completion of work within the stipulated period, in the form of a Bar Chart, covering all major activities, to the Engineering- charge within 10 days from the date of award of work. Modifications suggested by the Engineer-in charge shall be incorporated in the Bar

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Chart. It will be ensured by the contractor that the time schedule as laid down in the aforesaid Bar Chart/mile stone is adhered to. Action for not receiving the mile stone shall be taken as per the provisions given in the clauses of contract.

5. SITE OFFICE

5.1. The contractor shall construct a temporary site office for supervisory staff of the DCI and shall also provide necessary furniture. No extra payment for this shall be made on this account.

5.2. On completion of the work the contractor shall remove hutments failing which the DCI will dismantle and clear the site at his risk and cost.

6. SIGN BOARD

The contractor shall provide board indicating complete name of work, date of start, date of completion, cost, name of DCI, name of the Engineer with office address and telephone number, name of the executive agency, at his own cost at the site of work.

7. LEVELING INSTRUMENT/SURVEY EQUIPMENTS

The contractor must always make available and accurate levelling instrument, ETS at the site of work. Necessary levels will be given by the contractor or his authorized Engineer and the same will be checked by the site staff of the DCI.

8. BENCH MARK

The contractor shall establish at his own cost, at suitable points, additional reference points/lines, bench marks as may be necessary. The contractor shall remain responsible for the sufficiency and accuracy of all bench marks and reference lines. The temporary bench marks shall be connected with permanent standard bench marks.

9. CHANGE OF ADDRESS OF CONTRACTOR

Any change in the address of the contractor shall be forthwith intimated in writing to DCI. DCI will not be responsible for any loss or inconvenience suffered by the contractor on account of his failure to comply with this.

10. CANCELLATION OF DOCUMENTS

The cancellation of any document such as power of attorney, partnership Deed etc., shall forthwith be communicated by the contractor to DCI in writing failing which

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DCI shall have no responsibility or liability for any action on the strength of said documents

11. DISSOLUTION OF CONTRACTOR'S FIRM

If the contractor's firm is dissolved due to death or retirement of any partner or for any reasons whatsoever before fully completing the whole work or any part of it undertaken by the Principal agreement, the partners shall remain jointly, severally and personally liable to complete the whole work to the satisfaction of DCI and to pay compensation for loss sustained, if any, by DCI due to such dissolution. The amount of such compensation shall be decided by the Engineer-in-charge and his decision in the matter shall be final and binding.

12. DEPLOYMENT OF PLANT AND MACHINERY

The deployment of all plant and machinery including moving machines shall be such as not to infringe or cause damage to Government or private properties. Operation of such equipment involving infringement to moving dimensions prescribed in the handbook of the Schedule of Dimensions of the DCI shall not be undertaken without the prior approval of the Engineer-in-charge. For any loss or damage resulting from violation of this clause the contractor(s) shall be wholly responsible.

13. SAFE WORKING METHODS

The contractor shall at all time, adopt such safe methods of work as will ensure safety of structures equipment and labour. If at any time the DCI finds the safety arrangements inadequate or unsafe the contractor shall take immediate corrective action as directed by DCI representative at site. Any dereliction in the matter shall in no way absolve the contractor of his sole responsibility to adopt safe working methods.

14. ROYALTIES AND PATENT RIGHTS

The contractor shall defray the cost of all royalties, fees and other payments in respect of patent rights and licenses which may be payable to any patentee, licensee or other person or corporation and shall obtain all necessary licenses. In case of any breach (whether wilfully or inadvertently) by the contractor of this provision the contractor shall, indemnify the DCI and their officers, servants, representatives against all claims, proceedings, damages, cost charges, acceptances loss and liability which they or any of them sustain incur or be put by reason or in consequence directly or indirectly of any such breach and against payment of any royalties, damages other monies which the DCI may have to make to any person or any machine, instruments, process, articles, matters, or

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thing constructed, manufactured, supplied or delivered by the contractor to his order under this contract

15. CONTRACT DOCUMENTS

The contractor shall be furnished, free of charge, with one copy of the contract documents and one set of all relevant drawings, which may be issued during the progress of the works. He shall keep these documents on the site in good order, and the same at all reasonable times are available for inspection and use by the Engineer-in-charge, his representative or by other inspecting Officers

16. WORKS TO BE CARRIED OUT

The works to be carried out under the contract shall except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for full entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting for fitting and fixing in position and all other labour necessary for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

17. SUFFICIENCY TO TENDER

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate quoted, which shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

18. SUSPENSION OF WORKS

The contractor shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the work or any part thereof for such time and such manner as the Engineer -in-charge may consider necessary for any of the following reasons:

- ii) On account of any default on part of the contractor; or
- iii) or improper execution of the work or part thereof for reasons other than the default of the contractor; or
- iv) For safety of the works or part thereof, the contractor shall, during such suspension properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

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19. CONTRACTOR'S SUPERVISIONS

The contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved by the Engineer-in-charge. If the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expense, employ as his accredited agent an Engineer approved by the Engineer-in-charge. Orders given to the Contractor's agent shall be considered to have the same force if these had been given to the contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-charge, the Engineer-in-charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.

The Engineer-in-charge or his representative shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

20. SUB-LETTING OF CONTRACTS

The contractor shall not sublet the work or any part thereof for any benefit or any interest thereon

Any claim arising of the contract in any case. However contractor may adopt piece work system in respect of supply of materials or supply of equipments of special nature but shall be fully responsible to the Govt. for the omissions and commissions of piece work and of person either directly or indirectly employed.

21. INSTRUCTIONS AND NOTICES

Subject as otherwise provided in this contract all notices to be given on behalf of the DCI and other actions to be taken on its behalf may be given or taken by the Engineer-in-charge or any Officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.

- i. All instructions, notices and communications etc. under the contract shall be given in writing and if sent by registered post to the last known place of above or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- ii. The contractor or his Agent shall be in attendance at the Site(s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider

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necessary. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

- iii. Site inspection register will be maintained by the Engineer-in-charge or his day representative in whom the contractor or his agent will be bound to sign day to day entries made by the Engineer- in-charge or his representative. The contractor is required to take note of the instruction given to him in site inspection register and should comply within a reasonable time. The contractor will also arrange to receive all the letters etc. issued to him at the site of work.

22. FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORKS

If at any time after acceptance of the tender the DCI shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the for enclosure of the whole or part of the works

- a. The contractor shall be paid at contract rates full amount for works executed at Site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder Mentioned which could not be utilized on the work to the full extent because of the foreclosure:
- b. Any expenditure incurred on preliminary site work e.g. temporary access roads, temporary labour huts, staff quarters and site offices, storage accommodation and water storage tanks.
- c. DCI shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however DCI shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over by the DCI, cost of such materials, shall take into account purchase prices, cost of transportation and deterioration or damage which may have been caused to materials while in the custody of the contractor.
- d. For the contractor's materials not retained by the DCI, reasonable cost of transporting such material from site to Contractor's permanent stores or to his other works whichever is less shall be paid by DCI. If materials are not transported to either of the said places, no cost of transportation shall be payable.

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23. TERMINATION OF CONTRACT FOR DEATH

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual contractor or the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Accepting Authority shall be entitled to cancel the contract as to its incomplete part without the DCI being in any way liable to payment of any compensation to the estate of the deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract. The decision of the Accepting Authority that the legal representative of the deceased contractor or the surviving partners of the contractor firms cannot carry out and complete the contract shall be final and binding on the parties

24. LAWS GOVERNING THE CONTRACT

This contract shall be governed by the Laws as applicable in UP State for the time being in Force.

25. COURTS JURISDICTION

In case of any disputes/differences between contractor & DCI the jurisdiction shall be within the courts situated in VISAKHAPATNAM only

26. ARBITRATION

All matters relating to disputes and difference of opinion will have to be settled mutually as far as possible. In case the contractor decides to settle a dispute through arbitration, it will be dealt by the provisions of the Arbitration Act, 1996 and as amended from time to time. The need for settlement through arbitrator and issue concerned will have to be informed to DCI in writing. The arbitration will be referred to a one-man arbitration committee and the arbitrator will be nominated by the DCI. His verdict will be final and deemed to be order of any court under the jurisdiction. The name of the arbitrator will be informed by the DCI or his authorized representative. The arbitrator may not be the same person each time and the DCI or his representative has full right to change the arbitrator nominated earlier. Settlement of disputes (if any) will be within the jurisdiction of court of Visakhapatnam

Contractor Signature with seal

27. IMPLEMENTATION OF QUALITY MANAGEMENT SYSTEM

The Contractor shall follow and implement Quality Management System as per IS /ISO-9001-2000

28. The Contractor shall execute the work following the guide lines as per standard codes and regulations for "Health and Safety during construction" and safety policy of the DCI which shall include providing safety equipment, safety shoes, helmets to all workers, erecting of safety barricades and displaying safety posters and instructions about awareness for safety

29. The Contractor shall arrange timely calibration of all his measuring and testing equipment at his Own cost from reputed laboratory and supply of calibration certificates to the Engineer

30. The Contractor shall implement full process control by issue of work instructions and check lists and maintaining latest drawings, specifications and codes

31. The Contractor shall institute a quality assurance system to demonstrate compliance with therequirements of the Contract. Such system shall be in accordance with the details stated in the Contract. Compliance with the quality assurance system shall not relieve the Contractor of his duties, Obligations or responsibilities.

32. FORCE MAJEURE

If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Engineer-in-Charge or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisition issued by a Government DCI or competent authority(hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

i. Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.

ii. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

Contractor Signature with seal

- iii. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore- closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
- iv. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.
- v. Works that have already been measured shall be paid for by the Engineer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the DCI.
- vi. If the contract is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.
- vii. If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

33. DELAY AND EXTENSION OF CONTRACT PERIOD

The time allowed for execution and completion of the works or part of the works as specified in the contract shall be strictly followed and the time shall be essence of the contract on the part of the Contractor. As soon as it becomes apparent to the Contractor, that the work and / or portions thereof, Cannot be completed within the period(s) stipulated in the programme submitted by contractor and accepted by the DCI or the extended periods granted, he shall forthwith inform the Engineer and inform him of the reasons for the delay, as also the extra time required to complete the works and / or portions of work, together with justification therefore. In all such cases, whether the delay is attributable to the Contractor or not, the Contractor shall be bound to apply for Extension well within the period of completion/extended period of completion of the whole work and / or portions thereof.

34. EXTENSION DUE TO MODIFICATIONS

If any modifications are ordered by the Engineer or site conditions actually encountered are such, that in the opinion of the Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of

Contractor Signature with seal

completion may be granted, as shall appear to the Engineer to be reasonable, with the approval of GM(PE) & HOD(IDD)

35. DELAYS NOT DUE TO ENGINEER-IN-CHARGE /CONTRACTOR.

- i) If the completion of the whole works (or part thereof which as per the contract is required to be Completed earlier), is likely to be delayed on account of: -
 - a) Any force majeure event referred to in Clause 32.0 or
 - b) Delay on the part of other Contractors engaged directly by the Client, on whose Progress the performance of the Contractor necessarily depends or
 - c) Any relevant order of court or
 - d) Any other event or occurrence which, according to the Engineer is not due to the Contractor's failure or fault, and is beyond his control;
- i. The Engineer may grant such extensions of the completion period as in his opinion is reasonable.

36. DEPLOYMENT OF PLANT AND MACHINERY

The deployment of all plant and machinery including moving machines shall be such as not to infringe or cause damage to existing structures or any other Government or private properties. For any loss or damage resulting from violation of this clause the contractor(s) shall be wholly responsible

37. STORAGE OF PETROLEUM PRODUCTS

No petroleum, spirit shall be stored at site or adjacent to it, until the approval of the DCI and necessary license under the Act has been obtained by the contractor.

38. SAFE WORKING METHODS

The contractor shall at all time be responsible to take all precautions and adopt such safe methods of working as will ensure safety of public, structures equipment and workers. If at any time the DCI finds the safety arrangements inadequate or unsafe the contractor shall take immediate corrective action as directed by the DCI's representative

39. SERVICE ROAD

The contractor/s shall make his/their arrangements for service roads, paths etc. for carrying his/their tools and plants labour and materials etc. and will also allow the DCI and other Govt. bodies use of such paths and service roads etc. for plying its

Contractor Signature with seal

own vehicles free of cost. The contractor will be deemed to have included the cost of making any service roads, roads or paths etc. that may be required by him/them for plying his/their vehicles for the carriage of his/their men and materials, tools, plants and machinery for successful completion of the work.

Similarly any other feeder road connecting any of the existing roads will be made by the Contractor at his/their own cost including any compensation that may be required to be paid for the temporary and or private land and without in any way involving the DCI in any dispute for damage and/or compensation.

40. SITE CLEARANCE

Before the work is started, the contractor shall clear all the jungle, grass, shrubs, trees etc., to the extent needed for the works and as directed by the Engineer-in-charge. The ground has to be levelled and rolled to achieve desired level of compaction before starting the earthwork. The reference levels have to be taken at initially rolled ground level. These levels will have to be taken at site by the contractor and the DCI representatives

41. SUFFICIENCY OF CONSTRUCTION PLANTS AND EQUIPMENT

It will entirely be the responsibility of the contractor to mobilize sufficient plant and machinery in very good working condition and to the satisfaction of Engineer-in-charge from his own Possession and if not, procure all the machinery, tools and plant including spare parts, fuel, consumable stores and labour that are required for the efficient and methodical execution of the Works.

If during the course of execution of works, it is found that the plant and equipment mobilized by the Contractor is inadequate for the timely completion of works, the contractor shall undertake to augment the plant and equipment to the satisfaction of Engineer- in- charge.

The contractor should also make sure that he has ready access to expert manpower to operate the plant and machinery efficiently and effectively and indicate accordingly in his offer. The contractor shall not remove from the site of works any plant and machinery mobilized by him without prior written permission of the Engineer- in- charge during the course of or on Completion of works.

42. SECURITY: -

DCI will request the Government of Uttar Pradesh to extend necessary Security to the project personnel and Contractor personnel. However Contractor shall make their own security arrangements for security at site for their equipment and personnel

Contractor Signature with seal

43. WATCH & WARD

The agency shall be responsible for watch & ward of dredged out material till same is taken-over by the DCI after proper measurement.

Contractor Signature with seal

SECTION V
TECHNICAL SPECIFICATION

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

Contractor Signature with seal

SECTION – VI

SAMPLE FORMS

Notes on the Sample Forms

The Bidder shall complete and submit with its price bid (Cover-A) the Bid Form.

The Price Schedules shall be submitted only along with the Price Bid (Cover-B).

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.

Contractor Signature with seal

1. Bid Form

Date:

To:
The Dredging Corporation of India Limited,
'Dredge House', Port Area,
Visakhapatnam – 530 001

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 _____ 2018_____.

[Signature] [In the capacity of]

Duly authorized to sign Bid for and on behalf of

Contractor Signature with seal

2. PRICE SCHEDULE

PREAMBLE TO PRICE BID

TENDER FOR DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA TALL) IN GORAKHPUR, UTTAR PRADESH STATE

1. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause
2. No other charges, other than those specified in the tender conditions shall be payable.
3. Rates to be quoted should be inclusive of mobilization, demobilization charges of dredgers, earth moving equipment other required equipment and ancillary crafts etc .

Contractor Signature with seal

(COVER –B)

PRICE BID
DREDGING CORPORATION OF INDIA LIMITED
VISA KHAPATNAM

BOQ

Name of the Work: DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA TALL) IN GORAKHPUR, UTTAR PRADESH STATE.

S.N	Work Description	Unit	Estimated Quantity	Rate	Amount
I	<u>DRY EXCAVATION: -</u> Carrying out Dry Excavation Including Clearing grass and removal of the rubbish upto a distance of 50 m outside the periphery of the area cleared, and disposal of soil at a distance of 1.5 km. from the place of excavation including Construction of temporary roads, if any, inclusive of mobilization demobilization of all equipment and ancillaries, etc .	Cum	12,00,000		
II	<u>DREDGING & RECLAMATION:</u> 1. Dredging with CSD and pumping the material to a maximum distance of 1.5km from the dredging area, inclusive of removal of weed & aquatic plants from site and stacking at the identified location inclusive of mobilization demobilization of dredgers , all equipment and ancillaries, etc.	Cum	8,00,000		

Contractor Signature with seal

S.N	Work Description	Unit	Estimated Quantity	Rate	Amount
	2. Construction of reclamation bunds (2 mts top width, 6 mts bottom width & 2 mts height) for a length of 3 km, inclusive of construction of temporary roads, if any, inclusive of mobilization demobilization of all equipment and ancillaries, etc.	Cum	24,000		
III	<u>DYKE CONSTRUCTION AROUND THE LAKE:</u> Construction of earthdyke (5 mts top width, 14 mts bottom width & 3 mts height) for a length of 6.26 km, including providing Sand bags/ Geo bags to a height of 2m all around outside as a protection, inclusive of mobilization demobilization of all equipment and ancillaries, etc.	Cum	1,78,410		
				Total	

Note:

The rate Quoted should be exclusive of GST.

Contractor Signature with seal

OPTIONAL ITEMS

S.N	Work Description	Unit	Estimated Quantity	Rate	Amount
I	<u>DRY EXCAVATION:-</u> Carrying out Dry Excavation Including Clearing grass and removal of the rubbish up to a distance of 50 m outside the periphery of the area cleared, and disposal of soil at a distance of 2.5 km from the place of excavation including Construction of temporary roads, if any, inclusive of mobilization demobilization of all equipment and ancillaries, etc .	Cum	12,00,000		
II	<u>DREDGING & RECLAMATION:</u> Dredging with CSD and pumping the material to a maximum distance of 2.5 Km from the dredging area, inclusive of mobilization demobilization of dredgers , all equipment and ancillaries, etc.	Cum	8,00,000		
				Total	

Note: -

- 1) The rate Quoted should be exclusive of GST.
- 2) The optional items I and II above are provisional items and will not be considered for evaluation. Bidders are requested to quote competitive rates.

Contractor Signature with seal

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date.

To

The Dredging Corporation of India,
Dredge House, Port Area,
Visakhapatnam – 530 001.

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, Dredge House, Port Area, Visakhapatnam – 530 001 hereinafter called the “CORPORATION”.

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

(hereinafter called “the Bank” are bound unto the Corporation for the sum of Rs.....(Rupees.....only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by 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 execute the Agreement, if required or
3. Commence the work as per the Letter of Intent or Word Order

We undertake to pay to the Corporation up-to the above amount upon receipt of his first written demand, without the Corporation having to substantiate his demand, provided that in his demand the Corporation will note that the amount claimed by him

Contractor Signature with seal

is due to him owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.....(Rupeesonly) and will remain in force up to 180 days from the date of submission 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 of2018

For

.....

(Indicate Name of the Bank)

Contractor Signature with seal

FORM OF CONTRACT AGREEMENT

This agreement made this _____ day of _____ BETWEEN the Dredging Corporation of India Ltd., a body corporate under Company's act having its registered office at New Delhi and Head Office at Visakhapatnam (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 fulfilment 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

Contractor Signature with seal

- 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 monthly invoices submitted by him against the services rendered, as per the rates prescribed in the work order dated _____ 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 :

Signature:

Name :

Name :

Designation :

Designation

Seal :

Seal :

In the presence of

Witness

a) Signature

Signature

Name & Address:

Name & Address

Contractor Signature with seal

FORM OF BANK GUARANTEE BOND
(IN LIEU OF SECURITY DEPOSIT)

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 Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the "DCI") having agreed to exempt M/s having its Registered Office at(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 fulfilment 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 (indicate the name of the Bank) to as "the Bank" at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not 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 and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding(say.....only)

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute

Contractor Signature with seal

and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We further (indicate name of the Bank) agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on, we shall be discharged from all liability under this guarantee thereafter.

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

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 of2018.

Contractor Signature with seal

SECTION – VII

CHECK LIST FOR TECHNO- COMMERCIAL BID

1. A Bid Form except the Price Schedule
2. A list of similar works tendered for and in hand/being executed as on the date of submission of tender.
3. A detailed list
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 through NIFT/RTGS or - Bank Guarantee from any Nationalized Indian Bank having its branch at Visakhapatnam.
6. PAN Number
7. Provident Fund Registration Number
8. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
9. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
10. Information regarding any current litigation in which the tenderer is involved. .
11. The bidder shall have to give a Certificate as specified in Clause 27 of GCC.
12. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.

Contractor Signature with seal

TENDER ACCEPTANCE LETTER

(To be given on Service provider Letter Head)

Date _____

To
The General Manager (PE)& HOD(IDD)
Dredging Corporation of India Limited,
Dredge House, Port Area,
Visakhapatnam – 530 001

Sub: -DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA
TALL) IN GORAKHPUR, UTTAR PRADESH STATE

Ref: - NIT No: -

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the website(s) namely:

_____ as per your advertisement.

2. I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.

5. In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

Signature of the Bidder(, with Official Seal)

Contractor Signature with seal

SECTION-VIII

DECLARATION

Date_____

To
The General Manager (PE)& HOD(IDD)
Dredging Corporation of India Limited,
Dredge House, Port Area,
Visakhapatnam – 530 001

Sub:-DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA
TALL) IN GORAKHPUR, UTTAR PRADESH STATE

Ref:- NIT No:-

Dear Sir,

A. With reference to your above referred Tender, 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,

SIGNATURE OF BIDDER

*Strike out 'A' or 'B', whichever is not applicable

Contractor Signature with seal

DECLARATION

Date_____

To
The General Manager (PE)&HOD(IDD)
Dredging Corporation of India Limited,
Dredge House, Port Area,
Visakhapatnam – 530 001

Dear Sir,

Sub: -DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA
TALL) IN GORAKHPUR, UTTAR PRADESH STATE

Ref:- NIT No:-

We hereby declare that we have not been prosecuted by any Court of law either in India or abroad for violation of any specific rules laid down for execution of work/contract of any time subjected to Industrial dispute for violation of said provisions of the Act.

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER

Contractor Signature with seal

DECLARATION

Date_____

To
The General Manager (PE)&HOD(IDD)
Dredging Corporation of India Limited,
Dredge House, Port Area,
Visakhapatnam – 530 001

Sub: -DREDGING & RECLAMATION AT CHILWA TALL (Also called as MAHESRA
TALL) IN GORAKHPUR, UTTAR PRADESH STATE

Ref:- NIT No: -

Dear Sir,

A. With reference to your above referred Tender, we hereby certify that, we do not have any current litigation with any party/ firms.

Or

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

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

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER

*Strike out 'A' or 'B', whichever is not applicable

Contractor Signature with seal

DETAILS OF EQUIPMENT

A. List of Equipment owned with details and specifications and if possible with brochures.

B. List of Equipment proposed to deploy for this contract with details and specifications and if possible with brochures

Contractor Signature with seal

Tenderer's Information

All individual firms are requested to complete the information in this form.

1. Name of Tenderer: -
2. Head office Address
Address on which Correspondence should be done with Tel. Nos.,
Fax No. & E-mail address
3. Place of incorporation/registration
4. Year of incorporation/registration
5. Constitution of Tenderer/s
 - I. specify, if the Tenderers
 - a) An individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or corporation
 - e) A group of firms
 - II. Attach a copy of Proprietorship or Partnership Deed or Article of Association or Incorporation of Company as the case may be.
6. Give particulars of registration with Govt./Semi Govt./Public Sector Undertakings/Local Bodies

Contractor Signature with seal

STATEMENT OF WORKS ABANDONED / LEFT INCOMPLETE

Tenderer should provide information as per this Proforma for the firm/company for last seven years ending 31.03.2017.

S. No	Name of the work	Date of Award of work	Allot/award No & date	Name & address of client who awarded (Including Tele/Fax.)	Contract value (Rupees) Original/ revised	Percentage of work executed.	Month & year since abandoned	Reasons for abandoning the work
1	2	3	4	5	6	7	8	9

Contractor Signature with seal

ANNUAL TURNOVER RECORD

Tenderer should provide information as per this Performa for the firm/company for the annual turnover from civil Engineering works in terms of Gross payment received through various contracts during the last 3 years ending 31.03.2017

Annual Turnover Record	
Financial Year	Turnover (In Rs.)
1. <u>2014-2015</u>	
2. <u>2015-2016</u>	
3. <u>2016-2017</u>	

Please attach Annual Report, audited balance sheet & profit & loss account for the last three years ending 31.03.2017 to support the above information for the firm/company should be submitted by the Tenderer

Contractor Signature with seal

LITIGATION HISTORY

Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 7 years ending 31.03.2017 or currently in execution.

1. ARBITRATION CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Disputed amount in Rs.	Actual Award amount in Rs.

2. COURT CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Name of court	If judgment given whether for or against the Tenderer

Contractor Signature with seal

3. INFORMATION REGARDING CURRENT LITIGATION, DEBARRING/EXPELLING OF TENDERER OR ABANDONMENT OF WORK BY TENDERER.

a. a) Has the Bidder consistent history of Litigation.....Yes/No

b) If yes, give details:

b. a) Has the Bidder been debarred/ expelled by any Agency in J&K state /India, during the last 7 year on the date of application except on account of reasons other than non- performance, Yes/No

b) If yes, give details:

c. a) Has the Bidder abandoned any contract work during the last 7 years...Yes/No

b) If yes, give details:

d. a) Has the Bidder been declared bankrupt during the last 7 years...Yes/No

b) (If yes, give details, including present status:

e. a) Has the Bidder been debarred by client or by any Department... Yes/No

b) If yes, give details:

Note: i) Separate sheet may be used for giving detailed information.

If any information in this schedule is found to be incorrect or concealed, pre- Qualification of bidder will be summarily rejected.

Contractor Signature with seal

UNDERTAKING

Being duly authorized to represent and act on behalf of and having reviewed and fully understood all the eligibility requirements and information provided, the undersigned hereby declare that:

- i) The statement made and information provided in the bid application is completely true and correct in every detail.
- ii) This application is made in the full understanding that:
 - a. Tenders by Applicants will be subject to verification of all information submitted at the time of bidding & your organization or any authorized representative is hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with the application and to seek clarification from our bankers, clients regarding any financial & technical aspects. ;
 - b. In the event that the information/document submitted are found to be false or misleading, thisBid application will be disqualified.
- iii) DCI reserves the right to:-
 - a. Modify the scope of work including methodology and the Tenderers shall have no Claim on this account.
 - b. Reject or accept any application, cancel the tender process, and reject all applications Without Assigning any reason therefore.

Signed

Name

For & on behalf of

Name of Applicant -

Firm/Company

Contractor Signature with seal

Appendix - VII

CERTIFICATE OF FAMILIARISATION

- A. I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following: -
- a). Topography of the Area.
 - b). Soil & rock conditions at the site of work.
 - c). Sources & availability of construction material.
 - d). Borrow areas of earth and Muck dumping sites.
 - e). Rates for construction materials.
 - f). Availability of local labour, both skilled and unskilled and the prevailing labour rates.
 - g). Availability of water & electricity.
 - h). The existing roads and access to the site of work.
 - i). Availability of space for putting labour camps, Offices, stores, Explosive magazine, godown, Engineering yard etc.
 - j). Climatic condition and availability of working days
 - k). Law & Order, Security & Working conditions.
 - l). Methodology to be adopted for successful completion of work.
 - m). Working hours and shifts for completing the work as per tender conditions.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising NIT, General Information, Form of Bid, Instructions to the Tenderers & Appendices, General Conditions of the Contract, Special Conditions of Contract, and Specifications, Annexure and Statement of advertised Quantities apart from information conveyed to me/ us through various other provisions in this tender document.
- C. I/We have quoted my/ our rates for each of the items in "Schedule of Items, Statement of

Advertised Quantities taking into account all the factors given above and elsewhere in tenderdocument.

Contractor Signature with seal

Signature of Tenderer

Appendix – VIII

DECLARATION

Date_____

To
The General Manager (PE)&HOD(IDD)
Dredging Corporation of India Limited,
Dredge House, Port Area,
Visakhapatnam – 530 001

Dear Sir,

Sub: -DREDGING & RECLAMATION AT CHILWA TALL (Also called as
MAHESRA TALL) IN GORAKHPUR, UTTAR PRADESH STATE

Ref: - NIT No: -

We hereby certify that the required dredgers& other equipment shall be mobilized to site within 45 days from date of issue of LOI. In case of delay in mobilisation we here by agree for making payment towards penalty for delay in Mobilization.

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER

Contractor Signature with seal

Appendix – IX

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of _____ 20____, between, on one hand, the Dredging Corporation of India Limited acting through Shri(name & address) _____, _____, Dredging Corporation of India Limited, Visakhapatnam (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and _____ (name of the Company) represented by _____, Chief Executive Officer (hereinafter called the 'BIDDER' which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/EMPLOYER' has invited bids for " _____ " and the BIDDER is submitting his bid for the same and WHEREAS the BIDDER is a Private company /Public company /Government undertaking /registered partnership firm, constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is Dredging Corporation of India limited.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the 'BUYER/EMPLOYER' to obtain the desired said stores/ equipment/ services/ works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Contractor Signature with seal

Commitments of the 'BUYER/ EMPLOYER':

The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.1. The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.2. All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

Commitments of BIDDERS:

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees,

Contractor Signature with seal

brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3.** (*)BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4.** (*)BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ contract.
- 3.5.** (*)The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6.** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7.** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8.** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9.** The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10.** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11.** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

Contractor Signature with seal

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER shall deposit an amount Rupees _____ (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the 'BUYER/EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/ EMPLOYER' shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2. The Earnest Money/Security Deposit shall be valid up to a period of _____ months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including warranty period, whichever is later.

Contractor Signature with seal

- 5.3. In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the 'BUYER/EMPLOYER' to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

Contractor Signature with seal

- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (xi) In case of forfeiting the EMD, GST, SBC and KKC at applicable rates shall be collected from the party.
- 6.2.** The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3.** The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1.** The BIDDER undertakes that it has not performed/ is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER in any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/ EMPLOYER', if the contract has already been concluded.

8. Independent Monitors

- 8.1.** The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission

Name and Address of the Monitor:

Contractor Signature with seal

Shri. M. Sundhar Ram, IRTS (Retd.)
Chief Operations Manager, North Eastern Frontier Railway
203, SubhNivas, 12-13-548 Street 14
Nagarjuna Nagar, Tanaka, Hyderabad- 500017
Phone: 040-27153535, email: madduris2000@gmail.com

- 8.2. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 8.4. Both the parties accept that the Monitor has the right to access all the documents relating to the project/ bidding, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER 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 shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7. The 'BUYER/EMPLOYER', 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the 'BUYER/EMPLOYER' or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Contractor Signature with seal

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the 'BUYER/EMPLOYER'.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the 'BUYER/EMPLOYER' and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

12.3. If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER/EMPLOYER

BIDDER

**Name of the Officer
and Designation**

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER/ EMPLOYER in regard to involvement of Indian agents of foreign bidders.

Contractor Signature with seal

