

DREDGING CORPORATION OF INDIA LIMITED
MATERIALS DEPARTMENT: DREDGE HOUSE
PORT AREA: VISAKHAPATNAM 530035

REF: MAT/POL/FLOW METER/2019/2039

DATE: 30.04.2019

NOTICE INVITING TENDER

1. DCI INVITES TENDER FOR DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONLINE FUEL MONITORING SYSTEM FOR OUR DREDGERS DCI DR-12, 14, 17, 18, 19, 20, 21, AQUARIUS AND PROVIDE CONNECTIVITY TO DCIL, HEAD OFFICE, VISAKHAPATNAM.
2. INTERESTED PARTIES WHO ARE IN LINE FOR DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONLINE FUEL MONITORING SYSTEM TO SHIPPING COMPANIES AND INDUSTRIAL ORGANISATIONS CAN DOWNLOAD THE TENDER DOCUMENTS FROM WEBSITE : www.dredge-india.com www.dcitendersonline.com www.tenders.gov.in & www.eprocure.gov.in AND COST OF TENDER DOCUMENTS OF RS.5,900.00 (RUPEES FIVE THOUSAND NINE HUNDRED ONLY) INCLUSIVE OF GST @ 18% (NON-REFUNDABLE) CAN BE PAID IN THE FORM OF NEFT / RTGS AND THE RECEIPT TO BE ACCOMPANIED ALONG WITH THE TENDER DOCUMENTS.
3. LAST DATE FOR SUBMISSION OF THE FILLED IN TENDERS IS ON 30.05.2019 AT **1500 Hrs.** AND WILL BE OPENED ON THE SAME DAY i.e., ON 30.05.2019 AT **1530 Hrs.**
4. THE CORPORATION RESERVES THE RIGHT TO ACCEPT OR DECLINE THE TENDER TO ANY PARTY/TENDERER AT ITS SOLE DISCRETION AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THIS RESPECT.
5. PRE BID MEETING IS GOING TO CONDUCTED ON 15.05.2019 @ 1500 Hours.

GENERAL MANAGER (MATLS)

SECTION I

INVITATION FOR BIDS (IFB)

**DREDGING CORPORATION OF INDIA
VISAKHAPATNAM**

**BID FOR DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF ONLINE FUEL MONITORING SYSTEM**

1. The Dredging Corporation of India invites sealed bids in Two Cover System (Techno-Commercial Bid (Envelope-A) and Price Bid (Envelope-B) from eligible bidders to Design, Manufacture, Supply, Installation, Testing and Commissioning of Online Fuel Monitoring System in Dredge-12, 14, 17, 18, 19, 20, 21, Aquarius and provide connectivity to DCIL, Head Office, Visakhapatnam.
2. Interested eligible Bidders may download the Tender Document from the website address www.dredge-india.com, www.dcitendersonline.com, www.tenders.gov.in, & www.eprocure.gov.in may do so and the cost of **Rs.5,900** (Rupees Five Thousand Nine Hundred only) (Inclusive of GST @ 18%) (Non-Refundable) Tender Document (Non-refundable) can be paid by through NEFT / RTGS in favour of the Dredging Corporation of India Ltd., at the time of submitting the tender along with required documents. The downloading of tender documents 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 tenders are liable for outright rejection.
3. For any further clarifications may please be contacted as follows :

The General Manager (Materials)
Dredging Corporation of India Ltd.,
Materials Division, 3rd Floor,
Dredge House, Port Area,
Visakhapatnam – 530035.

Telephone: 0891- 2871230 – Extn: 269 / 330/215

Fax : 0891- 2565920/2560581

E-mail : durgaprasad@dcil.gov.in Dy. Gen. Manager (Materials)
ivramanaji@dcil.co.in, matho@dcil.co.in

4. All bids must be accompanied by Earnest Money Deposit of **Rs.1,80,860/- (Rupees One Lakh Eighty Thousand Eight Hundred Sixty only)** and must be delivered to the above office on or before **1500 Hrs.** on 30.05.2019.
5. EMD & Tender Documents Cost are exempted for MSME Vendors as per MEME guidelines.
6. Techno-Commercial Bids (Envelope-A) will be opened in the presence of Bidder's representatives who choose to attend at **1530** Hours on the same day i.e., on 30.05.2019 at the Office of Dredging corporation of India Ltd., Tender Opening Room, Ground Floor, Dredge House, Port Area, Visakhapatnam - 530035.
7. After examining the responsiveness of the Techno-Commercial Bids (Envelope A), the Price Bids (Envelope-B) of the responsive bids will be opened. The Price Bids of the non-responsive bids will be returned un-opened to the bidders.

SECTION II

INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Scope of Work

- 1.1 DCI intends to procure and install online fuel monitoring system to Main Engines and Auxiliary Engines and monitoring display units with software to collect data from our Dredger-12, 14, 17, 18, 19, 20, 21, Aquarius, and provide connectivity to DCIL, Head Office, Visakhapatnam.
- 1.2 Bidder should quote rate for complete installation of the system i.e. for Design, Manufacture, Supply, Installation, Testing and Commissioning of the system.
- 1.3 Bidder should have to inspect the vessel, its flow lines and suggest proper fuel monitoring system as per condition and utilization of vessel before attending the pre-bid meeting. Pre-bid meeting will be conducted on **15.05.2019 @ 1500 hours.**
- 1.4 System should be complying with local and international safety standard, if required. Also the offered system should be certified by IACS (International Association of Classification Society) members.
- 1.5 Local applicable working regulations must be complied during installation on vessels.
- 1.6 Bidder should ensure that performance of the vessels cannot be affected due to installation of monitoring system in any case.
- 1.7 Bidder should deploy qualified persons for installation, testing and commissioning of the system.
- 1.8 Warrantee period of system offered should be at least 12 Months from the date of installation and commissioning.
- 1.9 Installation & Commissioning and insitu modification to existing fuel system should be undertaken by the supplier. However, the gauges are based on MAN flow or volo meter bases to be confirmed by the supplier.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers who satisfy the conditions stipulated in the bid document.

- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Ltd (DCI) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 2.3 Government-owned enterprises 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.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with ITB Clause 40.

3. Cost of Bidding

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

4. Collection of Data - BIDDER'S RESPONSIBILITY

- 4.1 The Bidder shall visit the vessels and acquaint himself fully with the site and local conditions and no claims whatsoever will be entertained on the plea of ignorance of difficulties in the execution of the work. Before submitting the tender, the Bidder shall be deemed to have clearly understood and satisfied himself regarding the work and services, all conditions liable to be encountered during the execution thereof and the rates quoted in the offer are adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services. Before visiting the vessels, please intimate us in earlier, the date and persons of visit, so that we can make the necessary gate pass for the same.
- 4.2 The prices and amount quoted by the Bidder shall allow for all costs, including material, equipment, installation, testing and commissioning and other charges, direct and indirect, till the work is completed in accordance with the scope of the contract and contract period. However, any variation in GST will be applicable timely.
5. If a proprietary firm makes the application, it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

6. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm, above their full names and current addresses or by a partner holding the power of attorney of the firm by signing of the application in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of the firm and the full names, and current of all the partners of the firm shall also accompany the application.
7. If limited company or a limited corporation makes the application, a duly authorized person holding the power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application shall sign it. Such limited company or Corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded.
8. Information furnished must be sufficient to show that the applicant is a capable in all respects to successfully complete the envisaged contract works strictly on the basis of the applicant, having already carried out satisfactorily works of similar size, nature and complexity.
9. While submitting the schedules, duly filled in, the applicant shall enclose the latest copies of brochures and technical documentation giving more information about the firm and all the members.
10. Bidder shall furnish Memorandum of Articles of the company in case of limited firm, certified partnership deed in case of partnership firms, affidavit in case of proprietorship firm. Detail of company profile, organization structure, personnel profile and key managerial members etc. shall be furnished in Form-10 of Section VIII (General information) of the document.

B. The Bidding Documents

11. Content of Bidding Documents

11.1 The goods and service 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) Bid Data Sheet (BDS)
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)

- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules
- (h) Earnest Money Deposit Form
- (i) Contract Form
- (j) Performance Security Form
- (k) Qualification Requirement
- (l) Inspecting Authority and Special Test Details

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

12. Clarification of Bidding Documents

12.1 A prospective Bidder requiring any clarification of the bidding documents may notify the DCI in writing or by fax at the DCI's address indicated in the **Bid Data Sheet**. The DCI will respond in writing to any request for clarification of the bidding documents which it receives no later than Seven (07) days prior to the deadline for the submission of bids prescribed in ITB Clause 25.1. Written copies of the DCI's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

13. Amendment of Bidding Documents

13.1 At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.

13.2 The amendment will be notified in writing or by mail / fax to all prospective Bidders which have received the Bidding Documents and will be binding on them.

13.3 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 discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

14. Language of Bid

14.1 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. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

14.2 Authority of Person Signing the Bid:

If the Bid is submitted by a firm in partnership it shall be signed by all partners of the firm or by a partner holding the power of Attorney for the firm and a certified copy of Power of Attorney shall accompany the Bid. If the Bid is submitted by a limited Company it shall be signed by a duly authorized person holding the Power of Attorney for signing the bid in which case a certified copy of the Power of Attorney shall accompany the Bid.

15. Documents Comprising the Bid

15.1 The “Techno Commercial Bid” (Envelope-A) prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and a Price Schedule (**Rates not to be indicated**) completed in accordance with ITB Clauses 16, 17 and 18;
- (b) Documentary evidence established in accordance with ITB Clause 19 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
- (c) Earnest Money Deposit furnished in accordance with ITB Clause-21.

15.2 “Price Bid” (Envelope-B) this shall consists of - Section VIII Form 1 – Bid Form and Price Schedule duly filled in.

16. Bid Form

16.1 The Bidder shall complete the Bid Form and the Price Schedule furnished in the Bidding Documents, including for the goods to be supplied, a brief description of the goods, their country of origin, quantity etc. The Price Schedule in the Techno-Commercial Bid (Envelope-A) **will not be filled in.**

17. Bid Prices

17.1 The Bidder shall indicate in the Price Schedule (Envelope B), the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

17.2 Prices quoted by the Bidder shall be fixed, during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 30.

18. Bid Currencies

18.1 Prices shall be quoted in Indian Rupees only.

19. Documents Establishing Bidder's Eligibility and Qualifications

19.1 Pursuant to ITB Clause 15, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

19.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the DCI's satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized as per Authorization Form Number 6 in Section VIII by the Goods' Manufacturer or producer to supply the goods.
- b) that the Bidder has the financial, technical and production capability necessary to perform the contract as per Qualification Requirements Form No.7 in Section VIII.
- c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

20. Documents Establishing Goods' and Conformity to Bidding Documents

20.1 Pursuant to ITB Clause 15, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

20.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;

- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the **Bid Data Sheet**, following commencement of the use of the goods by the Purchaser; (not applicable to this tender) and
- (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

20.3 For purposes of the commentary to be furnished pursuant to ITB Clause 20.2(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

21 Earnest Money Deposit

- 21.1 Pursuant to ITB Clause 15, the Bidder shall furnish, as part of its bid, an earnest money deposit in the amount specified in the **Bid Data Sheet**.
- 21.2 The earnest money deposit is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the earnest money deposit's forfeiture, pursuant to ITB Clause 21.7.
- 21.3 The earnest money deposit shall be denominated in Rupees, and shall be in the form of NEFT/RTGS or a Bank Guarantee issued by any Nationalized Bank / scheduled banks, in the form provided in the bidding documents or another form acceptable to the DCI and valid for 180 days from the date of opening of the bid.

For RTGS Payment Bank Details: Dredging Corporation of India Limited, Current Account No:35833070000014, IFSC/RTGS CODE: SYNB0003583, SWIFT CODE: SYNBINBB032, BANK NAME: Syndicate Bank, BRANCH NAME: DCI LIMITED, Port Area Branch, Visakhapatnam-530001.

- 21.4 Any bid not accompanied by the Earnest Money Deposit in accordance with ITB Clauses 21.1 and 21.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 30.
- 21.5 Unsuccessful bidders' Earnest Money Deposit will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DCI pursuant to ITB Clause 22.
- 21.6 The successful Bidder's Earnest Money Deposit will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 38, and furnishing the performance security, pursuant to ITB Clause 39.
- 21.7 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 30.2;or
 - (b) In the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 38; or
 - (ii) to furnish performance security in accordance with ITB Clause 39.

22. Period of Validity of Bids

- 22.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid submission prescribed by DCI, pursuant to ITB Clause 25. A bid valid for a shorter period shall be rejected by DCI as non-responsive.
- 22.2 In exceptional circumstances, the DCI may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The earnest money deposited under ITB Clause 21 shall also be suitably extended. A Bidder may refuse the request without forfeiting its earnest money deposit. A Bidder granting the request will not be required nor permitted to modify its bid.

23. Format and Signing of Bid

- 23.1 The Bidder shall prepare an original and one copy of the bid, clearly marking each "ORIGINAL BID" and "FIRST COPY OF BID," (Techno Commercial Bid and Price Bid separately) as appropriate. In the event of any discrepancy between them, the original shall govern.

- 23.2 The original and the one copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 23.3 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 the words, “Paise” after decimal figures.
- 23.4 Any inter lineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

24. Sealing and Marking of Bids

- 24.1 The Bidder shall seal the original and first copy of the bid (Techno Commercial Bid (Envelope A) and Price Bid (Envelope B) separately) in separate envelopes, duly marking the envelopes as “ORIGINAL” and “FIRST COPY.” The envelopes shall then be sealed in an outer envelope.
- 24.2 The inner and outer envelopes shall:
- (a) be addressed to DCI at the address given in the **Bid Data Sheet**; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to ITB Clause 28.1.
- 24.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”
- 24.4 If the outer envelope is not sealed and marked as required by ITB Clause 24.2, DCI will assume no responsibility for the bid’s misplacement or premature opening.

25. Deadline for Submission of Bids

- 25.1 Bids must be received by DCI at the address specified under ITB Clause 24.2
- (a) not later than the time and date specified in the **Bid Data Sheet**. In the event of specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

25.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 13, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

26. Late Bids:

26.1 Any bid received by DCI after the deadline for submission of bids prescribed by DCI pursuant to ITB Clause 25 will be rejected and returned unopened to the Bidder.

27. Modification and Withdrawal of Bids

27.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by DCI prior to the deadline prescribed for submission of bids.

27.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provision of ITB Clause 24. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

27.3 No bid may be modified subsequent to the deadline for submission of bids.

27.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its earnest money deposit, pursuant to ITB Clause 21.7.

E. Opening and Evaluation of Bids

28. Opening of Bids by the Purchaser

28.1 The DCI will open all the Techno-commercial Bids (Envelope A) in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.

Representatives who attend for opening of tender should bring authorization letter, failing which,, he will not be allowed to participate for tender opening.

28.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite Earnest Money Deposit and such other details as DCI, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 26.

28.3 Bids (and modifications sent pursuant to ITB Clause 27.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

28.4 The Purchaser will prepare minutes of the bid opening.

29. Clarification of Bids

29.1 During 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.

30. Preliminary Examination

30.1 The Purchaser will examine the bids to determine whether

- they are complete,
- required sureties have been furnished,
- the documents have been properly signed, and
- the bids are generally in order.

30.2 The Purchaser may waive any minor informality, nonconformity, 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.

30.3 Prior to the detailed evaluation, pursuant to ITB Clause 31, the Purchaser 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 21),
- Applicable Law (GCC Clause 30),
- Taxes and Duties (GCC Clause 32),

- Performance Security (GCC Clause 7),
- Warranty (GCC Clause 14 & SCC Clause 8)
- Force Majeure (GCC Clause 24)

will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 30.4 Failure to furnish the information required in the tender document or submission of tender containing counter conditions will result in the rejection of the tender.
- 30.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

31. Evaluation and Comparison of Bids

- 31.1 The "Envelope B" containing the Price Bids will be opened of only those tenderers who have been qualified in the Techno Commercial Bid at a later date. The date and time of opening of "Price Bid - Envelope B" shall be notified to all the qualified bidders and will be opened in the presence of such authorized persons or representatives who wish to be present.
- 31.2 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 discrepancy between words and figures, the amounts in words will prevail.

If the supplier does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited.

32. Contacting the Purchaser

- 32.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.
- 32.2 Any effort by a Bidder to influence the Purchaser in its decisions bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
- 32.3 The bidders **shall give an undertaking** that they have not made any payment or illegal gratification to any person/authority connected with the

bid process so as to influence the bid have not committed any offence under the Prevention of Corruption Act in connection with the bid.

32.4 The bidder shall disclose any payment made or proposed to be made to any intermediaries (Agents, etc.,) in connection with the bid.

F. Award of Contract

33. Post – qualification

33.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 19.2.

33.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.2, as well as such other information as the Purchaser deems necessary and appropriate.

33.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

34. Award Criteria

34.1 Subject to ITB Clause 36, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

35. Right to vary Quantities at the Time of Award

35.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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

36.1 The Purchaser 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 reasons, without thereby incurring any liability to the affected Bidder or Bidders.

37. Notification of Award

37.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by Registered Letter or by E-mail or by Fax, to be confirmed in writing by registered letter, that its bid has been accepted.

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

37.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 39, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its earnest money deposit, pursuant to ITB Clause 21.

37.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

38 Signing of Contract

38.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

38.2 Within 30 (thirty) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

39. Performance Security

39.1 Within thirty (30) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to the Purchaser.

39.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 38 or ITB Clause 39 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

40. Corrupt or Fraudulent Practices

40.1 The DCI requires that all Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts.

In pursuance of this policy, the Purchaser

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “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
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

40.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5.4 and 23.1 of the General Conditions of Contract.

SECTION III
BID DATA SHEET
(BDS)

The following specific data for the design, manufacture, supply, installation and commissioning of online fuel monitoring system shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| Introduction | |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITB 12.1 | Address: M/s. Dredging Corporation of India Ltd., Materials Department, 3 rd Floor, Dredge House, Port Area, Visakhapatnam – 530035. |

| Preparation and Submission of Bids | |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITB 19.2 (c) | <p><u>Qualification requirements</u></p> <ol style="list-style-type: none"> 1. Documentary proof in support of design, manufacture, supply, installation, testing and commissioning of tendered items with required test certificates to Shipping companies/Industrial Organizations for the last one year. 2. FINANCIAL CRITERIA <ol style="list-style-type: none"> a. Annual Turnover <p style="margin-left: 40px;">Average Annual Financial Turnover during the last three (3) years, ending by 31-03-2018 should be atleast Rs.54.26 lakhs.</p> 3. EXPERIENCE <p>The bidder shall have minimum standards of ISO-9001 and ISO 14001 company and system offered should be certified by the IACS (International Association of Classification Society) members.</p> <p>The experience of successfully carried out similar work during last seven financial years.</p> <ol style="list-style-type: none"> 1) Three similar completed works costing not less than the amount equal to Rs.72.35 lakhs. <li style="text-align: center;">OR 2) Two similar completed works costing not less than the amount equal to Rs.90.43 lakhs. <li style="text-align: center;">OR 3) One similar completed works costing not less than the amount equal to Rs.144.69 lakhs. |

TENDER DOCUMENT

| | |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITB 25.1 | Deadline for bid submission : On 30.05.2019 at 1500 Hrs. In the Tender Box provided at Materials Department,3 rd Floor, Dredge house, Port area, Visakhapatnam-530035. |
| ITB 28.1 | Time, date, and place for bid opening: On 30.05.2019 at 1530 Hrs. , At Tender Opening Room, Ground Floor, Dredge house, Port area, Visakhapatnam-35 |

SECTION IV
GENERAL CONDITIONS OF CONTRACT
(GCC)

1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) The “Specification” means detailed written instructions, technical and other terms and conditions of supply and / or manufacture and any other information and / or instructions furnished in writing by the buyer.
- (f) The “Material” means general stores, equipment, plant, machinery, raw materials, services or combination of all these forming part and / or associated with the fulfillment of the contract.
- (g) “The Testing” shall mean such tests as are in normal trade and / or industrial practice, conducted prior to accepting or taking over of materials and or / such tests as are prescribed by the specifications in this document.
- (h) “The Corporation” means the Dredging Corporation of India Ltd. having its Head Office at Dredge House, Port Area, Visakhapatnam – 530035, Andhra Pradesh.
- (i) “GCC” means the General Conditions of Contract contained in this section.
- (j) “SCC” means the Special Conditions of Contract.

- (k) “The Purchaser/ Buyer” means the organization purchasing the Goods, as **named in SCC.**
- (l) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and **named in SCC.**
- (m) “The Inspector” means any person or agency or his / their duly authorized agent nominated by Corporation to inspect supply and / or manufacture of materials, machinery, plant or work etc. under the contract.
- (n) “The Project Site,” where applicable, means the place or places **named in SCC**
- (o) “Day” means calendar day.

2. Application

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

3. Priority of Contract Documents:

3.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of discrepancy between specifications and schedule of requirements, General Conditions of Contract, Special Conditions of Contract and /or the Drawings, the priority of the documents forming the contract shall be as follows:

1. Description in specifications and Schedule of Requirements
2. Special Conditions of Contract
3. Drawing
4. General Conditions of Contract

If there are ambiguities or discrepancies in any document forming part of the contract, **General Manager (Materials)** of DCI shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding.

4. Standards

4.1 The bidder shall have minimum standards of ISO-9001 and ISO 14001 company and system offered should be certified by the IACS (International Association of Classification Society) members.

5. Use of Contract Documents and Information; Inspection and Audit:

5.1 The Supplier shall not, without the Purchasers prior written consent, disclose Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in

connection therewith to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in Clause 5.1 except for purposes of performing the Contract.

5.3 If the supplier violates the secrecy requirements of sub-clauses 5.1 & 5.2 indicated above, the buyer shall have an option to cancel the contract.

5.4 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5.5 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

7.1 Within thirty (30) days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance Security shall be in one of the following forms:

a) A Bank guarantee or irrevocable Letter of Credit, from a scheduled bank drawn in favour of Dredging Corporation of India Limited payable at Visakhapatnam which acceptable to the Purchaser, and in the form provided in the Bidding Documents or another form acceptable to the Purchaser.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of

the Supplier's performance obligations, including any warranty obligations under the contract.

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and / or to test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and / or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representative retained for these purposes.
- 8.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/ or at the Goods' final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods' arrival in the premises of buyer, shall in no way be limited or waived by reason or the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the source of the supplier.
- 8.5 Any material submitted for inspection at a place other than the premises of the Supplier and rejected shall be removed by the Supplier subject as hereinafter provided within 21 days the date of issue of intimation of such rejection. It shall be within the authority of the buyer or the inspector to call upon the Supplier to remove what he considers to be dangerous, infective or perishable materials within 48 hours of the receipt of such intimation. Such rejected materials shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such materials are not removed by the Supplier within the period aforementioned, the inspection may either return the same to the Supplier at Supplier's risk and the cost of such mode of transport as the Buyer or Inspector may select or dispose of such material

at the Supplier's risk on his account and retain such portion of the proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The buyer shall also be entitled to recover ground rent / demurrage charges on the rejected materials after the expiry of the free time mentioned above.

- 8.6 Materials that have been dispatched by rail and rejected after arrival at destination may be taken back by the supplier either at station where they were rejected or at the station from which they were sent. If the contract is placed for delivery FOR Station of Dispatch, the contractor shall pay the carriage charges on the rejected consignment at Public Tariff Rates from the station of dispatch to the station where they were rejected. If the Supplier elects to take back the goods at the station from which they were dispatched, the goods shall, in addition be booked back to him Freight to Pay Public Tariff Rates and at Owner's Risk. The Supplier shall be liable to reimburse packing and incidental charges incurred in such return of materials. The goods shall remain property of the Supplier unless and until accepted by the buyer after inspection.
- 8.7 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 Documents to be submitted by the Supplier are **specified in SCC.**

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

11.2 Where delivery of the Goods is required by the Purchaser on a CIF basis, the Supplier shall arrange and pay for insurance, naming the Purchaser as the beneficiary, where delivery is Free On Board Dredgers at Destination.

12. Transportation

12.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination, defined as the Project Site, transport to such place of destination, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.2 The material shall be dispatched at public tariff rates. In the case of FOR station of dispatch contract, the material shall be booked by the most economical route or most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the contract liable for any avoidable expenditure caused to the buyer. Where alternative route exists, the buyer shall if called upon to do so indicate the most economic route available, or named authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice shall be final and binding on the supplier.

13. Incidental Services

13.1 As specified in the Special Conditions of Contract, the supplier may be required to provide any or all of the following services:

- a) Performance or supervision of on-site assembly and / or start-up of the supplied Goods;
- b) Furnishing of tools required for assembly and / or maintenance of the supplied Goods;

- c) Furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) Performance or supervision or maintenance and /or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) Training of the Purchaser's Personnel, at the Supplier's plant and / or on-site, in assembly, start-up, operation, maintenance and / or repair of the supplied Goods.

13.2 Prices charged by the Supplier for the preceding incidental services, if not included in the contract price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

14.2 This warranty shall remain valid for (12 months) after the goods or any portion thereof as the case may be, have been delivered (and commissioned) to the final destination indicated in the Contract, or for (18 months) after the date shipment from the port of loading in the source country in general, unless specified otherwise in the Special Conditions of Contract. However, the supplied on line fuel monitoring system should also be warranted particularly for a period of twelve (12) months from the date of fitment / installation / commissioning irrespective of its date of receipt/shipment.

14.3 During the Warranty period, the Supplier shall attend to the defects investigation immediately within 2-3 days and to initiate action for replacement of defective online fuel monitoring system on free of cost upon

receipt of intimation from the Master/Chief Engineer Officer of DCI, Dredger/DCI Project Office/Head Office.

- 14.4 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.
- 14.6 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15. Payment

- 15.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by shipping documents, submitted pursuant to Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser within thirty (30) days of submission of an invoice / claim by the Supplier for the complete supply, duly enclosing the Acknowledged Original Delivery Challan and certification from Master / CEO of the concerned Dredger for satisfactory working of the installed / commissioned system.

16. Prices

- 16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid Form and Price Schedule.

17. Change Orders

- 17.1 The Purchaser may at any time by a written order given to the Supplier pursuant to Clause 30, make changes within the general scope of the Contract in any one or more of the following:

- a) Drawings, designs or specification, where goods to be furnished under the Contract are to be specifically manufactured for the Dredging Corporation of India.
- b) The method of shipment or packing
- c) The place of delivery or
- d) The services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of or the time required for the Supplier's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

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

20. Subcontracts

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

21.2 The Supplier from time to time furnish such reports concerning the progress of the contract and or supply of the material in such form as may be required by the buyer, merely by reason of the fact that he has not taken notice of or subjected to test any information contained in such report. The submission, receipt and acceptance of such reports shall not prejudice the rights of the buyer under the contract, nor shall operate as an estoppel against the buyer

merely by reason of the fact that he has not taken notice of or subjected to test any information contained in such report.

21.3 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

21.4 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) by reason of insolvency / liquidation.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier 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 Purchaser.

26. Termination for Convenience

- 26.1 The Purchaser may by written notice sent to the Supplier, 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 Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The Goods that are completed and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect.
- a) to have any portion completed and delivered at the Contract terms and prices, and / or
 - b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 27.3 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 prior to or after delivery of the Goods under the Contract.
- 27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
- 27.5 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due to the Supplier.

28. Limitation of Liability:

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

(a) the Supplier shall not be liable to the Purchaser, 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 Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language:

29.1 The contract shall be written in the language of the bid, as specified by the Purchaser in the instructions to Bidders. Subject to GCC Clause 29, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in SCC**.

31. Notices

31.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax / cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract

32. Taxes and Duties

32.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

32.2 The rates quoted should be inclusive of basic price, packing, forwarding, handling, transportation, insurance, local charges etc., and delivery charges on FREE of COST to our dredgers at destination.

32.3 Goods & Service Tax (GST) as applicable shall be payable extra where ever applicable. The percentage of GST prevailing should be indicated separately

failing which it will be considered as the rates are inclusive of all taxes and duties.

32.4 Tenderer/Supplier should invariably disclose the Excise Duty element separately or should submit Cenvatable Invoice for the supplies

SECTION V
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. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: The Dredging Corporation of India Ltd. including its offices, branches, agents etc.

GCC 1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (p)—The Project Site is: DCI project offices located at all Indian Sea Ports.

2. Patent Rights (GCC Clause 6)

The existing clause 6.1 of GCC may be substituted as under

GCC 6.1 – Indemnity – The Contractor shall at all times indemnify the buyer against all claims which be made in respect of the materials for infringement of any right protected by patent, registration of designs or trade mark, Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the buyer. The buyer shall notify the Contractor of the same and the Contractor shall at his own expense settle any such dispute or conduct / defend any litigation that may have arisen there from.

6.2 – The Contractor shall not be liable for payment of any royalty. License fee or other expenses in respect of or for making use of patents or designs with respect to which, he is according to the terms of the Contract, to be treated as an agent of the buyer for the purpose of making use of the patent or trade mark for fulfillment of Contract.

6.3 – The Contractor shall also indemnify and keep indemnified the buyer against all or any claims of any nature whatsoever arising out of the performance of the Contractor’s obligations under the Contract.

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: If multiple vendors are succeeded to award the contract then the performance security amount will be divided to the each successful bidders. Vendor should deposit 10% of the value of the Contract.

3.1 The tenderer is required to furnish performance security as per the above which should be valid for the entire period of contract plus six months for due fulfillment of contractual obligations.

4. Inspections and Tests (Refer to GCC Clause 8)

GCC 8.1—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:..... AS PER CLAUSE 8 of GCC.

In addition to inspection and testing procedures included in the Technical Specification, tests, and inspection authority indicated in Form No.8 of Section –VIII Sample Forms shall also be applicable.

5. Packing (GCC Clause 9)

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

Packing Instructions: The supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint the following:

- Project;
- Contract number;
- Suppliers name;
- Packing list reference number.

6. Delivery and Documents (GCC Clause 10)

Sample Provision

GCC 10.— Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
- (ii) delivery note, railway receipt, or truck receipt;
- (iii) Manufacturer’s or Supplier’s warranty certificate;
- (iv) Inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

(v) Certificate of Origin

7. Insurance (GCC Clause 11)

GCC 11.1—The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.

8. Incidental Services (GCC Clause 13)

GCC 13.1 Incident services to be provided are: as per GCC clause No. 13.1

9. Warranty (GCC Clause 14)

Sample provision (refer to clause 14 of GCC)

GCC 14.2 In partial modification of the provisions, the warranty period shall be ____ hours of operation or (12) Twelve months from date of acceptance of the Goods or (18) Eighteen months from the date of shipment in general and the supplied online fuel monitoring system should be warranted for a period of twelve (12) months from the date of fitment / installation / commissioning irrespective of its date of receipt/shipment in particular.

During the Warranty period, the Supplier shall attend to the defects investigation immediately within 2-3 days and to initiate action for replacement of defective / unsuitable online fuel monitoring system on free of cost upon receipt of intimation from the Master/Chief Engineer Officer of DCI, Dredger/DCI Project Office/Head Office.

The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 3,

or

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as per **clause No.12 of SCC.**

GCC 14.4 & 14.5 - The period for correction of defects in the warranty period is:

Refer to Form No.9 in Section – VIII - Sample Forms.

10. Payment (GCC Clause 15)

The existing GCC Clause 15 may be substituted as under:

10.1 After completing the supply, the supplier should submit his bill in duplicate (Original & Duplicate) to the paying office specified in the Purchase Order along with the following documents:

Original & duplicate delivery challan duly signed by the designated consignee after affixing office seal as specified in the Purchase Order in token of having received the material as per the specifications of the purchase order.

10.2 Payment will be effected within 30 days on receipt of the bill / invoice for complete supply to the DCI accompanied by the delivery challan duly signed by the consignee and certificates, if any.

10.3 No other payment procedures/ terms offered by the tenderer will be considered.

10.4 **Recover of Sums Due:** Whenever any claim for the payment of a sum of money arises out of or under the contract against the Contractor, the buyer shall be entitled without prejudice to any other rights to recover such sums by appropriating in whole or in part, the security if any, deposited by the Contractor and for the purpose aforesaid, shall be entitled to sell and / or realize securities forming the whole or part of any such security deposit. In the event of the security being insufficient, the balance and if no security has been taken from the Contractor, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other Contract with the buyer, if such sum even be not sufficient to cover the full amount recoverable, the Contractor shall on demand pay to the buyer the balance remaining due.

For the purpose of this clause, where the Contractor is a partnership firm, the buyer shall be entitled to recover such amount by appropriating in whole or in part any sum due to any partner of the firm whether in his individual capacity or otherwise.

11. Risk Purchase

If at any time during the currency of the contract arrangement, the Buyer finds that

- a) the supplies are not arranged in time or short supplies are effected or the quality / utility of the material supplied by the supplier is found to deteriorate abnormally; or
- b) the supply made by the supplier are not in conformity with the requirement of the buyer; or
- c) supplies made by the supplier are not specified in the contract or
- d) the suppliers services are found unsatisfactory.

The buyer will be at liberty to obtain the materials from alternative sources at the risk and cost of the supplier. However, at the discretion of the buyer, the supplier will be allowed to replace the rejected materials of acceptable quality. The expenses incurred in connection with the return of the rejected materials will be on suppliers account.

In the event of non supply to the foreign going vessels items will be procured on duty paid basis and in such event, extra expenditure incurred on account of excise/transportation/handling in addition to extra cost shall be solely at the risk and cost of the supplier.

12. Liquidated Damages (GCC Clause 22)

GCC 22.1—Applicable rate:

Liquidated Damages will be levied at the rate of 1 % per week or part thereof, upto a maximum of 10 % of the contract / order value on basic material cost for any delay from supply till commissioning and satisfactory trails.

13. Settlement of Disputes (GCC Clause 27)

GCC 27.2.2—The rules of procedure for arbitration proceedings pursuant to GCC Clause 27.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier the dispute shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 and the Rules made there under or any statutory amendment thereof. The arbitral tribunal shall consist of three arbitrators, one each to be appointed by the Purchaser and the Supplier and the third to be appointed by the two arbitrators. The decision of the majority of arbitrators shall be final and binding upon both parties. The arbitration award shall be in writing and shall state the reason for the award.

Arbitration proceedings will be held at Visakhapatnam and the language of the arbitration proceedings and that of all documents and communication between the parties shall be English.

The expenses of arbitration as determined by the arbitrators shall be shared equally by the Purchaser and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to, during and after the proceedings shall be borne by each party itself by which such costs incurred by either party initially shall be borne, will be decided by the Arbitral Tribunal.

14. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be English

15. Applicable Law (GCC Clause 30)

GCC 30.1—The Applicable Law shall be Indian Law. All disputes are subject to the exclusive jurisdiction of the courts at Visakhapatnam only.

16. Notices (GCC Clause 31)

GCC 31.1—Purchaser’s address for notice purposes:

—Supplier’s address for notice purposes:

SECTION VI
SCHEDULE OF REQUIREMENTS

PART I

The delivery schedule expressed as weeks / months stipulates hereafter a delivery date which is the date of delivery.

In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

| SL. NO | DESCRIPTION OF THE ITEMS | QTY | <u>DELIVERY AND SERVICE SCHEDULE IN WEEKS / MONTHS FROM THE DATE OF RECEIPT OF PURCHASE ORDER</u> |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Design, Manufacture, Supply, Installation, Testing and Commissioning of Online Fuel Monitoring Systems in DCI Dredgers Dredge-12 and provide connectivity to DCIL, Head Office. | 1 Set | Order will be placed with staggered delivery subject to availability of Vessels. After intimation from DCIL, delivery, installation & commissioning will be 12 weeks |
| 2 | Design, Manufacture, Supply, Installation, Testing and Commissioning of Online Fuel Monitoring Systems in DCI Dredgers Dredge-14 and provide connectivity to DCIL, Head Office. | 1 Set | |
| 3 | Design, Manufacture, Supply, Installation, Testing and Commissioning of Online Fuel Monitoring Systems in DCI Dredgers Dredge-17 and provide connectivity to DCIL, Head Office. | 1 Set | |
| 4 | Design, Manufacture, Supply, Installation, Testing and Commissioning of Online Fuel Monitoring Systems in DCI Dredgers Dredge-18 and provide connectivity to DCIL, Head Office. | 1 Set | |
| 5 | Design, Manufacture, Supply, Installation, Testing and Commissioning of Online Fuel Monitoring Systems in DCI Dredgers Dredge-19 and provide connectivity to DCIL, Head Office. | 1 Set | |

| | | | |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--|
| 6 | Design, Manufacture, Supply, Installation, Testing and Commissioning of Online Fuel Monitoring Systems in DCI Dredgers Dredge-20, and provide connectivity to DCIL, Head Office. | 1 Set | |
| 7 | Design, Manufacture, Supply, Installation, Testing and Commissioning of Online Fuel Monitoring Systems in DCI Dredgers Dredge-21 and provide connectivity to DCIL, Head Office. | 1 Set | |
| 8 | Design, Manufacture, Supply, Installation, Testing and Commissioning of Online Fuel Monitoring Systems in DCI Dredgers Dredge-Aquarius and provide connectivity to DCIL, Head Office. | 1 Set | |

Fuel monitoring system should be installed on following vessels:

| NAME OF VESSELS | *NAME OF PORT |
|------------------------------------|----------------------|
| Dredge-XII, Dredge-XIV, Dredge-XIX | Haldia |
| Dredge-Aquarius | Ennore |
| Dredge-XVII & Dredge-XVIII | Paradip |
| Dredge-XX | Bangladesh |
| Dredge-XXI | Cochin |

* Indicates that the given is present port location could be changed if needed and the same will be intimated accordingly for supply and installation of equipment with no additional cost.

PART II

Clauses of the Technical Specification listed briefly as under.

1. The supply is required to be made on FREE DELIVERY BASIS to our vessels directly at Destination.

SECTION VII**TECHNICAL SPECIFICATIONS**

2. Please design a suitable system for our given engine's specifications as given below.

Technical Specification of Main Engines:

| SL. NO. | *PORT | NAME OF THE VESSEL | NO OF ENGINES | POWER (HP)/ENGINE | MANUFACTURER OF ENGINE |
|---------|---------|--------------------|---------------|--------------------------|------------------------|
| 1 | Haldia | DR-XII | 2 | 2900 | MAN |
| 2 | Haldia | DR-XIV | 2 | 2900 | MAN |
| 3 | Ennore | DR-XVII | 2 | 5420 | MAN |
| 4 | Paradip | DR-XVIII | 3 | 4050-1NO. & 3000-2NOS | WARTSILA |
| 5 | Haldia | DR-XIX | 2 | 4100 | MAN |
| 6 | Haldia | DR-XX | 2 | 4100 | MAN |
| 7 | Haldia | DR-XXI | 2 | 4100 | MAN |
| 8 | Ennore | Aquarius | 3 | 3528 | WARTSILA |

Technical Specification of Auxiliary Engines

| SL. NO. | *PORT | NAME OF THE VESSEL | NO OF ENGINES | POWER (HP)/ENGINE | MANUFACTURER OF ENGINE |
|---------|---------|--------------------|---------------|-------------------|------------------------|
| 1 | Haldia | DR-XII | 3 | 352 | MAN |
| 2 | Haldia | DR-XIV | 3 | 352 | MAN |
| 3 | Ennore | DR-XVII | 4 | 320 | MAN |
| 4 | Paradip | DR-XVIII | 2 | 245 | CATERPILLAR |
| 5 | Haldia | DR-XIX | 2 | 492 | CATTERPILLAR C-18 |
| 6 | Haldia | DR-XX | 2 | 492 | CATTERPILLAR C-18 |
| 7 | Haldia | DR-XXI | 2 | 492 | CATTERPILLAR C-18 |
| 8 | Ennore | Aquarius | 2 | 160 | CATTERPILLAR |

* Indicates that the given port location could be changed as per our project requirement and the same will be intimated accordingly.

* The above details are not exhaustive.

3. DISPLAY PANEL

- 2.1 Measure, log, and calculate, display and report fuel consumption of all connected fuel consumers on board.
Above data should also be available online at DCI Head Office, Visakhapatnam.
- 2.2 Competent for Data transfer to higher systems via Ethernet TCP/IP (defined data structure interface /TCP/IP protocol).
- 2.3 Data collection and storage of Noon-to-Noon reports, average values (day, week, month & year).
- 2.4 Web-server technology allows data monitor on any other PC.
- 2.7 Password protection and Stored & transferable data via LAN connection.

3. DATA TO BE MEASURED

- 3.1 Fuel Consumptions.
- 3.2 Positioning.
- 3.3 Fuel Bunkering to Vessel

4. DATA

- 4.1 Noon to noon reports for the last 365 days, with all data as displayed on screen on board.
- 4.2 Daily average values for maximum one year, with all data as displayed on screen in DCIL, Head Office, Visakhapatnam.
- 4.3 Counter values of all flow meters.
- 4.4 GPS position every minute with instantaneous consumption of all engines.
- 4.5 Running Hours (total & service) of all engines.
- 4.6 Event log file.

NOTE:

1. Bidder should provide a conversion program, which converts all available files into Excel format.

SECTION VIII

SAMPLE FORMS

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 15 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Earnest Money Deposit**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 21.3.

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 negotiations if any. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

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 form indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7.3.

The **Qualification Requirements** form should specify, for example, requirement for a minimum level of experience in manufacturing /Supply of similar type of goods for which the Invitation for Bids is issued, as required under Clause 19.2 of ITB.

The **Manufacturer's Authorization** form should be completed by the manufacturer, as appropriate, pursuant to ITB Clause 19.2 (a).

The **Inspecting Authority and Special Test Details** should be specified in addition to inspection and testing procedures included in the Technical Specification as contemplated under Clause 8.2 of GCC and Clause 4 of SCC.

The **Form of Particulars** should be furnished by all the Bidders compulsorily.

The **check List for Techno-Commercial Bid** should be furnished by all the bidders compulsorily.

1. BID FORM AND PRICE SCHEDULE

Date: _____

To
The GENERAL MANAGER (MATLS)
Dredging Corporation of India,
Dredge House, Port Area,
Visakhapatnam-530035.

Gentlemen:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to design, manufacture, supply, install, test and commission the online Fuel monitoring System in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery 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 Clause 22.1 of the Bid Data Sheet 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 per ITB Clause 2 of the bidding documents.

Dated this _____ day of _____ 2019.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

PRICE SCHEDULES

| Sl. No | Description of the items | Unit | Quantity | Unit Price (Rs.) | | Total Price (Rs.) | |
|--------|---------------------------------------------------------------------------------------------------------------------------------|------|----------|------------------|-------|-------------------|-------|
| | | | | Figure | Words | Figure | Words |
| 1 | Design, Manufacture, Supply, Installation, Testing and Commissioning of online fuel monitoring System in DCI Dredgers Dredge-12 | SET. | 01 | | | | |
| 2 | Design, Manufacture, Supply, Installation, Testing and Commissioning of online fuel monitoring System in DCI Dredgers Dredge-14 | SET. | 01 | | | | |
| 3 | Design, Manufacture, Supply, Installation, Testing and Commissioning of online fuel monitoring System in DCI Dredgers Dredge-17 | SET. | 01 | | | | |
| 4 | Design, Manufacture, Supply, Installation, Testing and Commissioning of online fuel monitoring System in DCI Dredgers Dredge-18 | SET. | 01 | | | | |
| 5 | Design, Manufacture, Supply, Installation, Testing and Commissioning of online fuel monitoring System in DCI Dredgers Dredge-19 | SET. | 01 | | | | |
| 6 | Design, Manufacture, Supply, Installation, Testing and Commissioning of online fuel monitoring System in DCI Dredgers Dredge-20 | SET. | 01 | | | | |

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| | | | | | | | |
|---|---------------------------------------------------------------------------------------------------------------------------------------|------|----|--|--|--|--|
| 7 | Design, Manufacture, Supply, Installation, Testing and Commissioning of online fuel monitoring System in DCI Dredgers Dredge-21 | SET. | 01 | | | | |
| 8 | Design, Manufacture, Supply, Installation, Testing and Commissioning of online fuel monitoring System in DCI Dredgers Dredge-Aquarius | SET. | 01 | | | | |

Place:

Signature of the Bidder

Date :

NOTE: GST & Statutory Duties as applicable shall be payable extra where ever applicable. The percentage of GST and duties prevailing should be indicated separately failing which it will be considered as the rates are inclusive of all taxes and duties.

2. FORM OF BANK GUARANTEE BOND (IN LIEU OF E.M.D)

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Registered Office at Core-2, 1st Floor, 'Scope Minar', Plot No.2A & 2B, Laxmi Nagar District Centre, Delhi -110 091 (hereinafter called the 'DCI') having agreed to exempt M/s [redacted] (Hereinafter called the said 'Tenderer') from payment under the terms and conditions of the tender dated [redacted] No. [redacted] .. made between the DCI and the Tender for [redacted] (hereinafter called the said 'Tenderer') of Earnest Money Deposit in cash for the due fulfillment by the said Tenderer of the terms and conditions contained in the said Tender on production of a Bank Guarantee for Rs [redacted] .(Rupees [redacted] only). We [redacted]

(indicate the name of Bank)

(hereinafter referred to as 'the Bank') at the request of M/s [redacted] . the said Tenderer do hereby undertake to pay to the DCI an amount not exceeding Rs [redacted] against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach by the said tenderer of any of the terms or conditions contained in the said Tender.

2. We [redacted]do hereby undertake to pay the amounts due and

(indicate the name of Bank)

payable under this guarantee without any demur, merely on a demand from the DCI stating that the amount claimed is due by way of loss or damaged caused to or would be caused to or suffered by the DCI by reason breach by the said Tenderer of any of the terms or conditions contained in the said Tender or by reason of the Tenderer's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs [redacted]

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

4. We [redacted] .further agree

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(indicate the name of Bank)

that the guarantee herein contained remain in full force and effect during the period that would be taken for the performance of the said Tender and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Tender have been fully paid and its claim satisfied or discharged or till the DCI certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Tenderer and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before í í ..í ... we shall be discharged from all liability under this Guarantee thereafter.

5. We, í í í í í í í í í í í í í í í í í í í .. further agree with the DCI that the
(indicate the name of Bank)

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 Tender or to extend time of performance by the said Tenderer from time to time or to postpone for any time or from time any of the powers exercisable by the DCI against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Tenderer 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 change in the constitution of the Bank or the Tenderer.

7. We, í í í í í í í í í í í í í í í í í í í í í í í .. lastly undertake
(indicate the name of Bank)

not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.

Dated the í í í day of í í í .2019
For í í í í í í í í í í í í í í .
(indicate the name of Bank)

3. CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 2019 between Dredging Corporation of India Limited, (hereinafter called “the Purchaser”) of the one part and [name of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., Design, Manufacture, Supply, Installation, Testing and Commissioning of Fuel monitoring System and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____(for the Purchaser)

Signed, sealed, delivered by _____ the _____(for the Supplier)

4. FORM OF BANK GUARANTEE BOND

(IN LIEU OF PERFORMANCE)

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Registered Office Core-2, 1st Floor, "Scope Minar", Plot No.2A & 2B, Laxmi Nagar District Centre, Delhi -110091 (hereinafter called the "DCI") having agreed to exempt M/s..... (hereinafter called the said "Contractor") from the demand under the terms and conditions of any agreement / contract/ work order dated made between the DCI and the Contractor for(hereinafter called the said "Agreement") of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupees.....Only). We

(indicate the name of the Bank)

(hereinafter referred to as "the Bank") at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach by the said contractor of any of the terms or conditions contained in the said Agreement.

2. We.....do hereby undertake to pay the amounts

(indicate the name of Bank)

due and payable under this guarantee without any demur, merely on a demand 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 breach by the said Contractor of any of the terms or conditions contained in the said agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the DCI any money so demanded not withstanding any dispute or disputes raised by the said Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said Contractor shall have no claim against us for making such payment.

4. We further agree

(indicate the name of Bank)

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 full paid and its claim satisfied or discharged or

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till the DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before, we shall be discharged from all liability under this Guarantee thereafter.

5. We,further agree with the DCI that the
(indicate the name of Bank)

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
(indicate the name of Bank)

not to revoke this guarantee during its currency except with the consent of the DCI in writing.

Dated theday of2019

For
(indicate the name of Bank)

5. MANUFACTURER'S AUTHORISATION FORM

(See clause 19.2 (a) of instruction to Bidder)

To

The General Manager (Materials)
Dredging Corporation of India Ltd,
Dredge House- Port Area,
Visakhapatnam

WHEREAS (Name of the manufacturer) who are established and reputed manufacturers of Online Fuel Monitoring Systems having factories at (Address of the factory)

do hereby authorize (Name and address of the Agent) to submit a bid, and subsequently negotiate and sign the contract with you against IFB No.(reference of the invitation to bid) for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

(signature for and on behalf of manufacturer)

Note: This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

6. QUALIFICATION REQUIREMENTS

(Referred to in Clause 19.2 of ITB)

1. Documentary proof in support of design, manufacture, supply, installation, testing and commissioning of Online Fuel Monitoring System with requisite Test Certificates to Shipping Companies/Industrial Organizations for the last one year.
2. Documentary proof of **Annual Sales Turnover** of not less than **Rs.54.26 lakhs** in One single year during the last three preceding years ending by 31-03-2018. Profit and Loss account with balance sheet should be enclosed.
3. Three similar completed works costing not less than the amount equal to Rs.72.35 lakhs.

(OR)

Two similar completed works costing not less than the amount equal to Rs.90.43 lakhs.

(OR)

One similar completed works costing not less than the amount equal to Rs.144.69 lakhs.

***Similar work means** having the experience of successfully installed online fuel monitoring system on marine vessel like Dredgers, Ships, Tugs, etc. Performance certificates from concern organization should be submitted along with tender.

4. Demand Draft for **Rs.5,900.00 Inclusive GST @ 18%** on sale of tender documents (Rupees Five Thousand and Nine Hundred only) (Non-refundable) towards cost of tender documents if party downloaded the tender documents from website.
5. Earnest Money Deposit of **Rs.1,80,860.00** (Rupees One Lakh Eighty Thousand Eight Hundred and Sixty only) in the form of NEFT/RTGS or Bank Guarantee issued by any Nationalized Bank / Scheduled Bank.
6. The participant of the tenderer should be either manufacturer (Principals) or his authorized Agent. Only one Agent will be considered for one principal to participate.
7. In the case of Agent, authorization letter from the original manufacturer should be submitted and the Agent should also fulfill all the tender criteria to become technically qualified tenderer.

7. INSPECTING AUTHORITY AND SPECIAL TEST DETAILS

(Referred to in Clause 4 of SCC)

1. The bidder shall have minimum standards of ISO-9001 and ISO 14001 company and system offered should be certified by the IACS (International Association of Classification Society) members.
2. System should be complying with local and international safety standard, if required.

8. SPECIAL WARRANTY PROVISIONS

(Referred to in Clause 9 of SCC)

Goods supply Warranty shall remain valid for **Twelve (12) months from the date of fitment/installation/commissioning irrespective of its date of receipt/shipment**, unless specified otherwise in the special conditions of contract.

9. INTEGRITY PACT (IP)

Integrity Pact (IP): Shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract through an appropriate provision. The bidders should sign and submit an **Integrity Pact** to be executed between the bidder and Dredging Corporation of India Limited along with the bid in a **separate envelope** superscribed **Integrity Pact**. Bids not accompanied by duly signed **Integrity Pact** shall be liable for rejection. IP would be implemented through the Independent External Monitor (IEM) for this tender. The successful tenderer will also be required to sign the **“Integrity Pact”** as enclosed in Annexure.

10. FORM OF PARTICULARS

(Should be furnished compulsorily)

DREDGING CORPORATION OF INDIA
(A Government of India Undertaking)
MATERIALS DEPARTMENT: VISAKHAPATNAM

1. Name of the firm and full Address :

2. Telephone No./ Telex No./Telegraphic address :

3. Full addresses of Branch Offices / Depots,
Indicating whether their Branches / Depots are
registered with the local Sales Tax Authorities :

4. Constitution of firm whether a limited company
Partnership or proprietary concern, registered
Small scale industry etc. :

5. Firms registration No. with concerned authority :

6. Whether registered under the Municipal Act and /
or State Government Shops & Establishment Act:

7. Year of constitution / Incorporation :

8. Nature of business registered for :

9. Standing in business :

10. Names of Govt. Department / Undertakings with
whom registered (State nature of business for
which Registered and year of registration) :

11. Names of other major companies with whom
Registered (State nature of business for which
Registered and year of registration) :

TENDER DOCUMENT

12. Name of Bankers (Attach Bankers Certificate) :

13. Goods And Service Tax (GST) Registration Nos. and Date (copies of same to be submitted)

14. Total assets value :

15. Total working capital :

16. Total Annual sales turn over for the tendered items of the latest accounts year :

17. Details of the plant / machinery equipment owned By the concerned (furnish full details of the Working premises indicating the area, details of machinery/ equipment indicating capacity total authorized power supply etc.) :

18. Details of the plant machinery with the sub-Contractors / other working arrangements :

19. Total annual production capacity of the Tendered items (as applicable) :

20. Details of major supplies awarded in the Past in terms of volume and financial outlay indicating the name of the firms for whom Such supplies undertaken (attach photo stat Copies of invoices / challans, copies of contract.) :

21. Name of Managing Director / Manager/ Partners :

22. No. of permanent Managerial staff (attach Statement indicating Names, position held, Qualification, total experience, No. of years Engaged in present position) :

23. No. of other permanent staff including skilled and Unskilled workmen (Furnish full Details) :

24. If any members of your company has any relation employed in this corporation, if so, give full details. :

TENDER DOCUMENT

25. Whether your firm has been disqualified by any shipping Company including corporation at any time in the past for supply of materials / services referred to in this tender. If so, state reasons :

26. Any other information :

I / We hereby certify that the details furnished as above are true to the best of my /our knowledge.

I / We further declare that my / our firm has not been disqualified by any office / department/ undertaking of Government of India or other State Governments. We also acknowledge that failure to supply the information or submission of in correct information can lead to summary rejection / cancellation of the tender / contract.

Place:

Date:

Signature of Managing Director / Manager /
Partner with Rubber Stamp of the Firm.

TENDER DOCUMENT

DREDGING CORPORATION OF INDIA LIMITED
(A Government of India Undertaking)
Dredge House, Port Area,
Visakhapatnam – 530 035

Tel : 0891-2871330/2563820/2871269
Fax : 0891-2787729/2787730/2565920

MATERIALS DEPARTMENT
PURCHASE ORDER

| | |
|---------------------------|------------------------|
| P.O.No. & Date | Supplier's Code |
| Reference | M/s. |

Dear Sirs,

We are pleased to place our purchase order on you for design, manufacture, supply, installation, testing and commissioning of the Online Fuel Monitoring System mentioned below subject to the terms and conditions specified in this purchase order:

| Sl. No. | Material Code | Description | Unit | Qty. | UNIT Rs. Ps. | AMOUNT Rs. Ps. |
|----------------|----------------------|--------------------|-------------|-------------|-------------------------|---------------------------|
| | | | | | | |

| | |
|----------------------------|-----------------------------|
| 1. Terms of Price : | 2. Discount : |
| 3. Excise Duty : | 4. Sales Tax : |
| 5. Delivery on or before : | 6. Carrier : |
| 7. Consignee : | 8. Packing and forwarding : |
| 9. Insurance : | |
| 10. Payment Terms : | |
| 11. Paying office : | |

Thanking You,

Yours faithfully

TERMS AND CONDITIONS OF THE PURCHASE ORDER

1. The purchase order shall be governed by the terms and conditions set out herein under and those stipulated in the correspondence referred overleaf. This purchase order shall also be governed by the provisions contained in the Sale of Goods Act and Indian Contract Act. In case of variance between the terms and conditions set out herein under and those stipulated in the correspondence referred to overleaf or provisions of Sale of Goods Act, and Indian Contract Act terms and conditions set out herein under shall prevail. All the matters of dispute shall also be governed by the Indian Arbitration Act 1996. Any dispute arising out of this order will be subject to Visakhapatnam Jurisdiction of courts at Visakhapatnam only.
2. The purchase order number must be quoted on all packages. Delivery memos, invoice & correspondence.
3. Seller warrants and guarantees that the goods delivered under this order do not infringe any valid patent owned or controlled by any other corporation, firm or person and seller agrees to hold buyer free and harmless from any and all losses cost charges and / or expenses of every nature, to defend at sellers expenses any and all claims, suits or actions and to pay any and all judgments rendered against buyer arising out of or incident to alleged infringement of patent and / or patent rights by the use of the whole or any portion of the goods herein described.
4. (a) Seller guarantees the goods against defective design, and workmanship and that it meets specification in all respects. When there is divergence the seller must obtain buyer's approval before effecting delivery.
(b) Material falling short of specification and not covered by buyer's prior approval will be returned at seller's risk and cost.
5. Unless otherwise agreed upon, transit damages and freight cost on material returned will be to seller's account.
6. Substitutions, charges or delays will not be accepted unless confirmed by buyer.
7. **PACKING:** The packing of the goods shall be proper and adequate according to nature of goods and to suit the mode of transport and shall conform to the method, convention, trade practice and regulation applicable to the merchandise.
8. Local delivery where applicable shall be made only on working days between 9.30 Hrs. and 15.30 Hrs. The offices of the Corporation observe every Saturday & Sunday holidays.

9. DOCUMENTATION AND BILLING:

- a) **FOR ALL OUTSTATION DESPATCHES :** Documents in ORIGINAL comprising of (a) LR/RR/AWB/(B) Excise Gate Pass for excisable goods (c) Packing list / delivery challan and (d) Inspection Report / Test Certificate, etc. as may be applicable shall be sent to the consignee by Registered Post under intimation to the signatory of this purchase order.
 - b) This Bills in original with two extra copies and one complete set of dispatch documents as per clause (a) above shall be submitted to the PAYING OFFICE specified in this purchase order under intimation to the signatory of this purchase order.
 - c) **FOR LOCAL DELIVERIES AND FOR SUPPLY:** After supply of the goods to the designated consignee the bills in original with two extra copies duly supported with original delivery challans signed by the designated consignee in token of receipt of the materials in good order and condition and copies of excise gate pass for excisable goods and inspection Report / Test Report etc. as the case may be shall be submitted to the PAYING OFFICE under intimation to the signatory of this purchase order.
10. As far as possible, corrections or alterations should be avoided in the challans. If any corrections are made, they should be attested with the full signature of the receiving office.
 11. Liquidated Damages will be recovered at the rate of 1% per week or part thereof, subject to a maximum of 10% on basic material cost for delayed from supply till commissioning and satisfactory trials.

PAYMENT STATUS AGAINST THE PURCHASE ORDER

| S.No. | Invoice No. & Date | Invoice Amount | Amount Passed | Date of Passing | P.O. Value |
|-------|--------------------|----------------|---------------|-----------------|------------|
|-------|--------------------|----------------|---------------|-----------------|------------|

CHECK LIST FOR THE TECHNO-COMMERCIAL BID

- a. A Bid Form and a Price Schedule - **(Rate not to be indicated)**
- b. A List of bids tendered for and in hand / being executed by the bidder as on date of submission of tender.
- c. 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
 - Organizational Structure of the Company
 - Audited Balance sheet for the last three years:
 - Annual Production capacity documents of the tendered items (if applicable)
 - A detailed description of the essential technical and performance characteristics of the goods
 - A Statement of deviations and exceptions to the provisions of the Technical Specifications.
 - Certificate from buyers for having successfully supplied goods of similar nature. The Certificate should include the following information :
 - Brief description of the supplies made
 - Contract amount
 - Time limit for completion
 - Whether the supply has been completed within the stipulated time
 - Whether any liquidated damages have been levied.
4. Tender Document Fee & Earnest Money deposit should be submitted in the form of
 - Bank Guarantee or
 - NEFT / RTGS
5. GST Registration Certificates
6. Registration with Provident Fund Authorities
7. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
8. 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.
9. A Statement to the effect indicating as to whether any relations are working with DCI.
10. Information regarding any current litigation in which the tenderer is involved.
11. The Authorization for the person signing the bid.

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

And

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

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

Section 1-Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there

be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section2-Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractors will not use improperly, for purposes of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder(s)/ contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have

to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.

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

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

Section3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the " Guidelines on Banning of business dealings". Copy of the " Guidelines on Banning of business dealings "is annexed and marked as Annex-"B".

Section4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminated the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Gurantee.

Section5: PreviousTransgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in " Guidelines on Banning of business dealings".

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

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

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

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

Section 8: Independent External Monitor/ Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project

Provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties Offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.
- (7) Monitor shall be entitle to compensation on the same terms as being extended to/ provided to Independent Directors on the DCIL Board.
- (8) If the Monitor has reported to the Chairman DCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman DCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9- Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders & months ---the contract has been awarded.

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

Section 10-Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turnout to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

 (For & on behalf of the Principal)

(For&Onbehalf of
 Bidder/Contractor)

(OfficeSeal)

(Office Seal)

Place-----

Date-----

Witness1:
 (Name&Address)

Witness2:
 (Name&Address)

Secretary

