

**Dredging Corporation Of India Limited**

**Project Office, Mangalore**

MNG/OPS/SUR/09/2021-22/

Date: 23-07-2021

Sub: **Conducting Multi Beam bathymetric surveys with hull/side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personnel etc. all and providing signed survey charts and quantity computations for one year (2021-22) extendable for another year (2022-23) at the same rates, terms & conditions at discretion of DCI.**

Ref: Tender No. MNG/OPS/SUR/09/2021-22/ DATED 21-07-2021, due by 28-07-2021, 1500hours. (Tender ID 2021\_MoS\_639686\_1)

**CORRIGENDUM-I**

**1. DCIL's clarifications to the Pre-bid queries received through e-mails on or before 23-07-2021, 1200hrs.**

Sl. No.	Tender Clause & Reference		Bidder Query	DCIL Response
1	Page No. 4, Clause No. 2	Pre Qualification Criteria: Experience of having successfully completed similar works during last seven years ending June 2021.	Experience of having successfully completed similar works during last <b>ten</b> years ending June2021 (excluding GST).	<b>Tender Conditions prevail</b>
2	Page No. 4, Clause No. 2 (iii)	Pre Qualification Criteria: One similar completed work costing not less than the amount equal to Rs.1.03 Crore.	One similar completed work costing not less than the amount equal to Rs.0.90 Crore.	<b>Tender Conditions prevail</b>

**2. Amendments to the bid document:**

Sl. No	Tender Page/clause ref	For	Read As
1	Page 3 of 52 Sl no 6	po.mangalore@dcil.co.in	pomangalore@dcil.co.in

All other terms & conditions of the above referred tender remains unaltered.

For Dredging Corporation of India Limited,

Sd/-

Project Office, Mangalore

TENDER DOCUMENT

DREDGING CORPORATION OF INDIA LIMITED  
PROJECT OFFICE, MANGALORE,  
KARNATAKA

Ref: MNG/OPS/SUR/09/2021-22

DATED 21-07-2021

**NAME OF WORK:**

Conducting Multi Beam bathymetric surveys with hull/side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personnel etc. all and providing signed survey charts and quantity computations for one year (2021-22) extendable for another year (2022-23) at the same rates, terms & conditions at discretion of DCI.

**Period of Contract:** One year extendable for another one year.

Project Manager  
Dredging Corporation of India Limited  
Project Office, Mangalore  
Karnataka.

**Signature of Tenderer with seal**

**TENDER DOCUMENT****VOLUME-I****TECHNICAL BID****(For COVER-A)****CONTENTS**

<b>Section No.</b>	<b>Description</b>
I	Invitation For Bids (IFB)
II	Scope of Work (SOW)
III	Instructions To Bidders (ITB)
IV	General Conditions Of Contract (GCC)
V	Special Conditions Of Contract (SCC)
VI	Technical Specifications (TS)
VII	Prescribed Formats for Bid (PFB)
VIII	Check List of Enclosures for Technical Bid

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## TENDER DOCUMENT

**DREDGING CORPORATION OF INDIA LIMITED  
PROJECT OFFICE, MANGALORE, KARNATAKA**

Ref.: MNG/OPS/SUR/09/2021-22

DATED 21-07-2021

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

Dredging Corporation of India Limited (DCIL), a pioneer in the field of dredging established in 1976 to provide dredging services to the Major & minor Ports of India, Navy and Inland waters and presently a public limited company owned by a consortium of four major port trusts viz., Paradip Port Trust, Visakhapatnam Port Trust, Jawaharlal Nehru Port Trust and Deendayal Port Trust (erstwhile Kandla Port Trust), having Corporate office at Visakhapatnam and Regional / project offices at various locations in India.

DCIL secured Post Monsoon Maintenance Dredging contract at New Mangalore Port (of NMPT) for the year 2020-21, 2021-22 & 2022-23. In this regard, DCIL intends to subcontract the subject work through bidding.

Sealed Tenders are invited two bid systems through E-Tender from competent and experienced firms for the subject work, who have to submit the offer through central Public Procurement Portals <http://www.eprocure.gov.in> on the Tender document, uploaded in websites. The tenderer has to get themselves enrolled on the above portal and follow the procedure laid there in for submission of offer. The Online Bidder Enrollment is free of cost and one time activity only. The complete tender document shall be available on the website of "DCI"- <http://www.dredge-india.com>, Central Public Procurement Portals - <http://www.eprocure.gov.in>.

1.	Name of the work	:	Conducting Multi Beam bathymetric surveys with hull/side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personnel etc. all and providing signed survey charts and quantity computations for one year (2021-22) extendable for another year (2022-23) at the same rates, terms and condition at discretion of DCI.
2.	Period of Contract	:	180 days for the year 2021-22, extendable by another year.
3.	Cost of bid	:	Rs. 5,900/- (Five Thousand Nine hundred Only) inclusive of GST (non-refundable)
4.	Earnest Money Deposit	:	Rs.64,500/- (Rupees Sixty Four Thousand Five Hundred only)
5.	Availability of bid document in DCIL and e-procurement (e-publish) websites for downloading	:	From 21-07-2021 to 28-07-2021 1500 Hrs.
6.	Last date for receipt of pre-bid queries by DCIL from bidders through e-mail	:	23-07-2021 1200 hrs. (No pre-bid meeting will be held. Pre-bid queries received through e-mails in time only can be clarified). E-mail address: <a href="mailto:po.mangalore@dcil.co.in">po.mangalore@dcil.co.in</a> , <a href="mailto:rgm.kochi@dcil.co.in">rgm.kochi@dcil.co.in</a> , <a href="mailto:gsajeev@dcil.co.in">gsajeev@dcil.co.in</a>
7.	Date of uploading DCIL's clarifications on pre-bid queries in DCIL and e-procurement websites	:	24-07-2021 1800 hrs.
8.	Last date & Time for receipt of bids	:	Up to 1500 Hrs on 28-07-2021.

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## TENDER DOCUMENT

9.	Opening of Technical Bids (Cover-A)	:	At 1530 Hrs on 28-07-2021.
10.	DCI Bank Details	:	Name of the Company: Dredging Corporation of India Ltd., Name of the Bank: Canara Bank Branch Name: DCI Ltd. Branch, Port Area, Visakhapatnam-530001 IFS Code :CNRB0013583 Swift code:SYNBINBB032 Account type : Current account Account No. 35833070000014 GST No.:37AAACD6021B1ZB

**Pre-Qualification Criteria:**

1. Average Annual financial turn over (excluding GST) during last 3 years ending 31<sup>st</sup> March 2021 should be at least Rs.38.70 Lakhs.
2. Experience of having successfully completed similar works during last seven years ending June 2021 should be either of the following (excluding GST):
  - i) Three similar completed works each costing not less than the amount equal to Rs 51.60 Lakhs.  
or
  - ii) Two similar completed works each costing not less than the amount equal to Rs 64.50 Lakhs.  
or
  - iii) One similar completed work costing not less than the amount equal to Rs.1.03 Crore.

- Note:** i) "Similar work" means "Conducting Multi Beam bathymetric surveys with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personnel etc. all and providing signed survey charts and quantity computations".
- ii) Work completion certificates along with work orders as a proof of completing similar works are to be submitted with technical bid (Cover-A).

The IFB and Bid Document is hosted in websites: <https://eprocure.gov.in> (e-publish) and [www.dredge-india.com](http://www.dredge-india.com). Interested parties may visit the site and download the bid document, remit the cost of bid document as mentioned at S.no.-3 above to the account details mentioned there in and the copy of mail to be sent to [treasury@dcil.co.in](mailto:treasury@dcil.co.in) along with electronic receipt/UTR should be submitted with Technical Bid as mentioned there.

Payment towards Cost of bid, EMD & Performance security to be remitted to the bank details mentioned above. Exemptions under MSME towards tender fee, EMD, etc shall be considered with valid supporting documents to the extent permitted by Government. Bank guarantee towards EMD to be submitted in original to the following address.

**DREDGING CORPORATION OF INDIA LIMITED****REGIONAL OFFICE: KOCHI**

Door No. 57/656 (D9), 3<sup>rd</sup> floor, "Chackalackal" Building,  
K.P. Vallon Road, Kadavanthra,  
Ernakulam – 682 020.  
Kerala, India.

The downloading of document shall be carried out strictly as provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

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**TENDER DOCUMENT****Integrity Pact (IP):**

Integrity Pact shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract though an appropriate provision. The bidders should sign and submit an —Integrity Pactll to be executed between the bidder and Dredging Corporation of India Limited in a separate envelope super scribed —Integrity Pact before due date and time of the tender. Bids not accompanied by a duly signed —Integrity Pactll shall be liable for rejection. IP would be implemented through either of the following Independent External Monitors (IEM) for this tender.

- 1) Shri M.Narayana Rao, Ex.CMD, Midhani,  
House No. 8-2-293/82/J/A-60,  
Journalist colony, Jubilee Hills,  
Hyderabad 500033  
Phone- 9989055569  
Email- [nrmyneni@gmail.com](mailto:nrmyneni@gmail.com)
- 2) Shri M.Sundara Ram, IRTS(Retd.), Chief Operations Manager,  
NEFR 203, SubhNiwas, 12-13-548,  
Street 14, Nagarjuna Nagar, Tarnaka,  
Hyderabad-500017  
Phone 9701345950  
Email- [madduris2000@gmail.com](mailto:madduris2000@gmail.com)

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

Dredging Corporation of India Ltd., reserves the right to:

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

Project Manager

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**TENDER DOCUMENT****SECTION – II**  
**SCOPE OF WORK (SOW)**

- 1) The scope of work involves carrying out of the subject work for, progressive and post dredging bathymetry surveys for the 150 days post monsoon maintenance dredging of NMP consisting of: Outer approach channel of about 7500 mtrs. Long , Lagoon including new dock arm, In front of K.I.O.and other Berths (Extension lagoon), Old dock arm (Eastern dock) and berth face dredging Below Deck Structure of Pump House No 1, 2 & 3 Dumping ground at around 7 km from Fairway buoy.
- 2) The surveys should be carried out satisfying the representatives of DCIL, NMPT, NMPT's Consultants and third party engaged by NMPT attending the surveys.
- 3) The surveys shall be carried out in steel / FRP survey boats of with side-mounted transducer, with survey boats having maximum speed of 10 knots.
- 4) The navigational survey charts for payments have to be signed by DCIL, representative of the NMPT, PMC (if any) and Third Party survey agencies.
- 5) Each hydrographic survey shall be carried out using a survey launch, **by using Multi Beam Echo sounder with HYSWEEP survey software( HYPACK) and DGPS** which shall be capable of sounding with accuracy to within one percent (1%) of the depth in conjunction with position fixing using Real Time Differential GPS.
- 6) The interfacing of the DGPS and Echo sounder will be done by HYSWEEP (HYPACK) or equivalent standard hydrographic survey software acceptable to Engineer. The plan of the survey area and the cross sections to be surveyed shall be continuously displayed on the computer monitor installed in the survey vessel.
- 7) The survey vessel guided by the HYSWEEP (HYPACK) or equivalent standard software acceptable to Engineer will be taken along the cross section lines and continuous depths shall be recorded by the help of Multi Beam Echo sounder. The depths recorded and their position will be continuously interfaced and stored in the memory of computer software for post processing and computation of volumes/ dredging quantities.
- 8) Each survey shall be undertaken by a surveyor suitably experienced in hydrographic Survey work, whose "curriculum vitae" is acceptable to the Engineer. A copy of the survey shall be forwarded to the Engineer within 7 days of the survey being completed.
- 9) It shall be the responsibility of the Contractor to obtain all licenses, permits and permissions, for the use of marine radios, walkie-talkies, radio positioning systems, satellite phones for the placing of onshore, offshore and underwater beacons and marker buoys, and for giving the proper statutory notices for all maritime operators. The costs of such licenses, permits and notices are to be borne by the Contractor, and shall be deemed to be covered by the rates and prices quoted in the Tender.
- 10) The Multi Beam echo sounder (MBES) transducer shall be located alongside fitted to the side of the survey launch. Hull-mounted transducer is also acceptable.
- 11) Prior commencement of each day's survey, the MBES "Patch test" has to be carried out and results of the same may be used for day's survey.
- 12) The designated profile shall be the designed bed level of the relevant section of the works under survey.
- 13) The automated hydrographic surveying software system shall store the recorded depths in digitized format for subsequent automatic computer processing & plotting.
- 14) The method of data acquisition and associated processing technicians and computations proposed by the contractor shall be the subject of prior approval by the Engineer.

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**TENDER DOCUMENT**

- 15) The hydrographic surveying software to be used, should be able to pickup minimum three soundings in a second in sounding traverse so as to produce the continuous record of the bed profile.
- 16) All values of the gain setting and adjustments thereto shall be noted on the echo chart for each traverse.
- 17) Prior to and after each sounding session, the echo sounder shall be calibrated by bar checking and the records of the bar check shall be kept with the session sounder traces. Each sounder trace shall be reduced for tide height and settlement of the survey vessel, if applicable and the design profile shall be clearly marked on the echo sounding trace as well as on the hydrographic surveying software.
- 18) The design profile shall be the design bed level of the relevant section of works under survey.
- 19) The automated hydrographic surveying software system shall store the recorded depths in digital format for subsequent automatic computer processing & plotting. In this event fully annotated analogue (hard copy) records shall be maintained.
- 20) Sounding lines shall be no more than 30m apart. However the line spacing is to be decided as per available depth since multi beam cover wide swath along the survey line.
- 21) The planned survey lines must cover 25% swath overlap and at least 10% coverage on each side of the survey area. A sounding line shall be established along the design toe of each side slope and an echo trace shall be obtained along each of these sounding lines.
- 22) Intermediate soundings representing the shallowest depth in a length of no more than 10m shall be obtained by interpolation between fix marks.
- 23) The horizontal accuracy of each position fix shall be:
  - a. + 1.0 m along the sounding line
  - b. + 1.0 m perpendicular to the sounding line
- 24) Surveying along any sounding line, which deviates by more than the specified tolerances above shall be repeated to the extent necessary to ensure that all fixes along the sounding line remain within, specified tolerances.
- 25) The repeated section of the sounding line shall overlap that section of the previous sounding line, which complies with the specified tolerances, by a minimum of 50m. Where sounding areas about a previously surveyed section, of the works, the sounding lines shall overlap the previously surveyed area by a minimum of 25m.
- 26) In the pre and post dredging surveys, 10 percent of all sounding lines are to be known as verification lines. Verification lines shall be representative of the whole of the area and of the entire duration of the sounding sessions. Verification lines are to be sounded twice, immediately following one another and preferably in opposite directions. When the difference in vertical position at any common point along the two sea bed profiles resulting from each verification line exceeds +75 mm, then the soundings subsequent to the last successful verification shall be deemed unacceptable as pre and post dredging soundings.
- 27) The Engineer's Representative may resort to check echo sounding by means of other methods to measure water depths, such as single beam echo-sounder or lead lines.
- 28) The Engineer's Representative may also order calibration checks of the equipment as and when considered necessary.
- 29) The contractor shall cooperate in this respect and supply any manpower, boats and equipment that may be reasonably required for this verification.

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**TENDER DOCUMENT**

- 30) Hydrographic survey drawings produced by the Contractor during the course of the work and for work executed purposes shall be to a scale of 1:1000 contours drawn at 0.5m intervals, and depths taken at approximately 5m intervals along cross-sections.
- 31) Verification of the Reduced Level (RL) of the deposited material shall be the responsibility of the Contractor. This data shall be submitted to the Engineer on a weekly basis.
- 32) Before starting dredging, a joint survey of the sea bed shall be made by the Contractor and the Engineer. The level of the sea bed shall be recorded by means of multi-beam echosounding equipment using frequency 200 to 220KHz.
- 33) Soundings shall be taken to nearest 100 mm.
- 34) All the survey will be carried out jointly by the Contractor, DCIL and NMPT. The Contractor shall supply all necessary equipment and attendance for carrying out such surveys.
- 35) The equipment shall be calibrated in the presence of the departmental representatives before commencement of day's survey. All the levels shall be reduced to Chart Datum.
- 36) On completion of the surveys the soundings shall be mutually verified and agreed upon between the Engineer and Contractor and the Contractor shall prepare, record drawings to a scale as approved by the Engineer, to show the pre-dredging surface levels of the sea bed.
- 37) Three copies of these drawings shall be signed by the Contractor and the Engineer and these drawings shall form the basis for measurement.
- 38) It is to be noted that for the purpose of computation of volumes of dredged material for payment recordings using 200 to 220KHZ only will be used.
- 39) At the beginning of each day's survey, a "Patch Test" shall be taken on the multi-beam echo sounding machine. If the results of these checks are not to the satisfaction of the authorized surveyor, the soundings will be rejected and a fresh survey shall have to be carried out. This stipulation applies to all soundings taken under this contract.
- 40) Contractor should prepare and submit record drawings to a scale as approved by the Engineer and signed jointly by the authorized Surveyor and the Contractor.
- 41) Joint Surveys shall be carried out during the period of dredging works at suitable intervals for interim payments. Soundings shall be taken on lines at 30 m intervals. Soundings shall be taken to nearest 100 mm. The level of seabed shall be recorded by means of multi-beam echo-soundings equipment using frequency 200 to 220KHZ. Contractor shall supply all necessary equipment and attendance for carrying out such surveys. The equipment shall be calibrated before commencement of the each day's survey as directed by the Engineer. On completion of each interim survey the soundings shall be mutually verified and agreed upon between the authorized Surveyor and Contractor and the Contractor shall prepare, record drawings to a scale as approved by the Engineer showing surface levels of dredged seabed reduced to Chart Datum. Eight copies of these drawings shall be signed by the Contractor and the authorized Surveyor and these drawings shall be used for Interim measurement and payment. It is to be noted that for the purpose of computation of volumes of dredged material for payment, recordings using multi-beam echo-sounder with frequency 200 to 220KHZ only will be used. Engineer / Engineer's representative will countersign the charts jointly prepared by the authorized Surveyor of the Port and the Contractor.
- 42) After the completion of dredging work and for the release of the Dredger/other equipment connected with the work, a zone-wise joint survey of the dredged area shall be made by the Contractor and the authorized Surveyor of the Port so as to ensure that the areas have been dredged upto the desired depth as detailed in the Scope of Work. Soundings shall be taken at 10 mtr intervals nearest to 100 mm on lines spaced at 30 meters apart. On completion of these surveys, the soundings shall be mutually verified and agreed upon between the authorized Surveyor of Port and Contractor.

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**TENDER DOCUMENT**

- 43) The Contractor and the authorized Surveyor of the Port shall jointly prepare, record drawings to show the post-dredging surface levels. The Post-Dredge Survey Charts shall be jointly prepared and signed by the Contractor and the authorized Surveyor of the Port. The Engineer shall release the Dredger/other equipment connected with the work only after receipt of joint survey charts showing the clearance of the dredged areas upto the desired depth as detailed in the Scope of Work after due clearance received from the Deputy Conservator / authorized Surveyor of the Port, Marine Department.
- 44) However, the final dredged quantities will be computed and paid based on the Joint Post-Dredge Evaluation Charts and will be countersigned by the Engineer / Engineer's representative. On completion of works, the Contractor shall hand over all original tracings including pre- and post-joint sounding charts to the Engineer / Engineer's representative along with the final bill.
- 45) When the dredging has been completed the area shall be surveyed jointly by the Engineer and the Contractor on the same basis as specified for survey before dredging. It is to be noted that for the purpose of computation of volumes of dredged material for payment, recording using 200 TO 220 kHz only will be used.
- 46) The berth faces joint surveys to be carried out by lead line method. Berth face (0 mtr & at 2 mtr). The berth face dredging in the oil dock arm must cover the entire length of the jetty (northern most dolphin to southern most dolphin of each oil berth) including behind the berth face.

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**TENDER DOCUMENT****SECTION - III**  
**INSTRUCTIONS TO BIDDERS (ITB)****A. Introduction****1. Requirements for participation in e-tenders**

In order to submit the online offer on e-Procurement portal the bidders should meet the following requirements:

- a) PC connected with Internet (For details, visit home page of e-Procurement portal). It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidders premises to access the e-Procurement website. Under no circumstances, DCI shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b) Online Enrollment/Registration with e-Procurement portal with valid Digital Signature Certificate (DSC). The online enrollment/registration of the bidders on the portal is free of cost and one time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorized person. It shall be the responsibility of the tenderer to ensure that they get registered with the e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c) Class II or Class III Digital Signature Certificate (DSC).

**2. Eligible Bidders**

- 2.1 This Invitation for Bids is open to all Contractors/ firms 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 Dredging Corporation of India Limited (DCI).
- 2.3 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI Clients in accordance ITB Clause 36.

**3. Cost of Bidding**

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

**B. Bidding Documents****4. Content of Bidding Documents**

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

i) Volume-I: Technical Bid (For Cover-A):

<b>Section No.</b>	<b>Description</b>
I	Invitation For Bids (IFB)
II	Scope of Work (SOW)
III	Instructions To Bidders (ITB)

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**TENDER DOCUMENT**

IV	General Conditions Of Contract (GCC)
V	Special Conditions Of Contract (SCC)
VI	Technical Specifications (TS)
VII	Prescribed Formats (PF)
VIII	Check List For Technical Bid (CL)

**ii) Volume-II Financial Bid/ Bill of Quantities (BOQ)- (For Cover-B):**

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 all aspects will be at the Bidder's risk and may result in the rejection of its bid.

**5. Pre-bid meeting & clarification:**

No pre-bid meeting will be held. A prospective bidder requiring any clarification of the bidding document may notify DCI by E-mail only at the DCI's address indicated in the Invitation for Bid (IFB) not later than the date prescribed in IFB. DCI's responses on the bid related queries, if any, will be hosted in DCIL and e-procurement websites as a corrigendum on or before the date prescribed in IFB. Other corrigendums, if any, also shall be hosted in the above said web sites. No Press notification for any amendment/ clarification will be issued. Hence, Bidders are advised to regularly visit DCIL and e-procurement websites to keep themselves updated on the above.

**5.a. Amendment of Bidding Documents by DCIL:**

At any time prior to the deadline for submission of bids, DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective Bidder, modify the Bidding Documents by amendment / corrigendum. The amendment / corrigendum will be notified in website for information of all prospective Bidders who have downloaded the Bidding Documents and will be binding on them. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, DCI may, at its discretion, extend the deadline for the submission of bids, if necessary.

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## TENDER DOCUMENT

**C. Preparation of Bids****6. Documents Comprising the Bid**

- 6.1 The Bids shall be in Two Cover System consisting of
- i) Technical Bid (Cover A); and
  - ii) Financial Bid / Bill Of Quantities (Cover B)
- 6.2 Following documents, duly filled in and signed, are to be submitted by the bidder vide The "Technical Bid" (Cover A) :
- I) A Bid Form **except** the Price Schedule
  - II) A list of works bidded for and in hand / being executed as on the date of submission of bid with proof of documents.
  - III) Documentary evidence to establish that the Contractor is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
    - a) Audited balance sheet for the last three years ending with 31<sup>st</sup> March 2021
    - b) Certificate from Employers for showing Experience of having successfully completed works of similar nature during last 7 years ending June 2021. The certificate should include the following information:
      - i) Brief description of the work
      - ii) Contract amount / rates.
      - iii) Time limit for completion
      - iv) Whether the work has been completed within the stipulated time.
      - v) Whether any liquidated damages have been levied.
  - IV) Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in along with electronic receipt/ UTR.
  - V) Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of
    - a) e-Payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in along with electronic receipt/ UTR.
    - or**
    - b) Bank Guarantee
  - VI) Copy of PAN Card
  - VII) Copy of GST Registration.
  - VIII) Proof of Registration with Provident Fund Authorities. or exemption certificate / letter as applicable.
  - IX) Power of attorney on Stamp paper (non-judicial) of Rs. 100/-, in favour of the person authorized to sign the tender document. (If the tender document is signed by the Owner/proprietor of the firm, then also he shall authorize himself for the same.)
  - X) 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.
  - XI) Bidders declaration -1,2,3.
  - XII) Copies of all necessary statutory certificates for survey launch, dinghy boat, equipment and personnel mentioned in this bid document and as necessary. Copy of particulars of Survey Launch including statutory certificates issued by IRS/MMD/State or Port Authorities, insurance, power of attorney etc. Lease agreement (duly notarized), shall be submitted if the Bidder is not owner of survey boat/equipment etc.
  - XIII) Integrity pact duly signed and stamped in the prescribed format.
  - XIV) Downloaded Bid Document including Corrigendum/Addendum if any duly signed & stamped on all the pages by bidder.

**6.3 Price bid (cover II)**

The Cover-II, Price bid, containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available on DCI's e-procurement portal. This will be downloaded by the bidder and they shall quote the rates, taxes etc. for the offered item on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bids of the bidder will have no condition and will consist of prices only. Cover -II (Price Bid) of only those tenderers, who are technically qualified, will be opened online on a pre-announced date and time which will be intimated

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## TENDER DOCUMENT

to eligible tenderers in advance. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

### 7. **Digital Signature Certificate (DSC)**

Bidders may obtain Digital Signature Certificate from any Certifying Authority authorized by Controller of Certifying Authority (CCA) and which can be traced upto the chain of trust to the Root Certificate of CCA.

### 8. **Declaration**

The tenderer in original printed company letterhead has to submit a declaration that Digital Signature Certificate (DSC) holder, who is bidding on-line in this tender, is either the Bidder himself or possesses the authorization from Bidder to bid on behalf of him.

### 9. **Details to be given**

The bidder is required to furnish details in his offer as given in Annexure. If no information is applicable against any serial number, please mention – “Not Applicable” and upload scanned copies of all the documents stated therein.

### 10. **Bid Form**

The Bidder shall fill in the Bid Form except the Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 6.2 of ITB, duly signed and submit the same in the Technical Bid (Cover A).

### 11. **Bid Prices**

The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and submit in the Financial Bid / Bill Of Quantities (Cover B). The Bidder shall quote his prices only in the financial bid / BOQ. The Bidder should not indicate the prices anywhere directly or indirectly in the Technical Bid. Any such offer or indication shall disqualify the Bidder. Similarly, the Technical Bid and the Financial Bid / Bill of Quantities should not contain any counter conditions. **Conditional bids are liable for summary rejections.**

### 12. **Bid Currencies**

Prices shall be quoted in Indian Rupees.

### 13. **Documents Establishing Bidder's Eligibility and Qualifications**

Pursuant to ITB Clause 6, 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. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to DCI's satisfaction that the Bidder has the technical and financial capability necessary to perform the contract.

### 14. **Earnest Money Deposit (EMD)**

14.1 Pursuant to ITB Clause 6, the Bidder shall furnish, the Earnest Money Deposit through NEFT / RTGS/ unconditional, irrevocable Bank Guarantee in favor of “**Dredging Corporation of India Limited**” payable at **Visakhapatnam** from any Scheduled or Nationalized Indian Bank. The same should be submitted in the Technical Bid (Cover-A). The details of payment along with electronic receipt/ UTR is to be sent by the bidder vide e-mail to DCI HO's e-mail id - '**treasury@dcil.co.in**' and the mail alongwith attachments are to be enclosed in Technical Bid (Cover-A).

14.2 The earnest money is required to protect DCI against the risk of Bidder's conduct which would warrant the earnest money forfeiture, pursuant to ITB Clause 14.7. No interest what-so-ever may be payable by DCI on EMD.

14.3 The earnest money deposit shall be paid in the form of a NEFT / RTGS or a bank guarantee issued, and shall be valid for thirty (30) days beyond the validity of the bid.

14.4 Any bid not secured in accordance with ITB Clauses 14.1 and 14.3 will be rejected by DCI as non-responsive, pursuant to ITB Clause 25.

14.5 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 15 without interest.

14.6 The successful Bidder's earnest money deposit will be refunded upon acceptance of the work order and payment of 100% performance security by the bidder to DCI. However, at the option of successful tenderer, the Earnest money deposit can also be adjusted towards Performance Security and balance

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amount of 3% of contract value towards performance security has to be furnished / paid by way of NEFT/ BG to DCI.

**14.7 The earnest money deposit may be forfeited:**

(a) if a Bidder:

- (i) withdraws his 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 25.2; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to accept the LOA/work order.

(ii) to pay performance security and

(iv) fails to submit contract agreement duly signed and stamped in the prescribed formats within 10 (Ten) days from the date of issue of letter of acceptance.

(v) Fails to commence the work as per the Letter of Acceptance or Work Order

**15. Period of Validity of bids:**

15.1 The Bidder should keep open the validity of the Bid for 120 (One Hundred and Twenty) days from the date fixed for its opening or from the date of its opening of Technical Bid whichever is later. It is also obligatory for the Bidder to keep the validity open for another 30 (Thirty) days in case a request in writing or by E-mail by DCI is made before the expiry of the initial validity period of 120 (One Hundred and Twenty) days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Bidder withdraw his bid before validity period, EMD submitted by the Bidder shall be forfeited automatically without prejudice to the other rights of DCI.

15.2 In case DCI asks for extension of validity of bid, the earnest money deposit provided under ITB Cl.14 shall also be suitably extended.

**16. Format and Signing of Bid:**

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. Figures indicating rate or amount should be prefixed and suffixed with the word "Rupees".

**D. Submission of Bids**

**17. Submission of Documents:**

Based on undertaking furnished by the bidder in its Technical Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, DCI, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, DCI reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to DCI on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and DCI reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in DCI for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.

**18. User Portal Agreement:**

The bidders will have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.

**19. Upload of Scanned Documents: -**

Bidders are suggested to scan the documents in 100 DPI for maintaining clarity & easy upload. They should check the same regarding such clarity and ensure that legibility is not lost during scanning.

**20. Deadline for Submission of Bids**

20.1 Bids must be submitted as specified under Invitation for Bids (IFB) not later than the time and date specified therein.

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- 20.2 In the event of specified date for the submission of bids, being declared a holiday for DCI, the bids will be received up to the appointed time on the next working day.
- 20.3 DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5.a., in which case all rights and obligations of DCI and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 20.4 Late Bids: Any bid not submitted before the deadline for submission will be rejected.

**21. Modification and withdrawal of Bids by the bidders:**

The Bidder cannot modify or withdraw its bid after submission / opening the technical bids.

**E. Opening, scrutiny and Evaluation of Bids****22. Opening of Bids by DCI**

- 22.1 The Technical Bids (Cover-I) will be opened on the pre-scheduled date and time of tender opening. The Technical Bids will be decrypted on-line and will be opened by the "Bid Openers" with their Digital Signature Certificates. The Bidders may view the bid opening remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the documents submitted by all participating bidders.
- 22.2 Price-Bid (Cover-II) will be opened after evaluation of Cover –I. The Cover-II of only the technically qualified bidders shall be opened for which separate intimation will be given to the technically qualified bidders.
- 22.3 The Price Bid of the technically qualified bidders will be decrypted and opened on the scheduled date and after the pre-scheduled time by the "Bid Openers" with their Digital Signature Certificates. The Bidders may view the Price Bid opening online remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the Price-Bid/BOQ submitted by all shortlisted bidders.

**23. Clarification of Bids**

For uploading document or any other technical issue while submission of bid please contact by e-mail

Shri. V.Satheesh Chander Rao  
Deputy General Manger (IT),  
Dredging Corporation of India limited,  
Dredge house,  
HB Colony Main Road  
Visakhapatnam – 530022,  
Mobile : 9676112224,  
e-mail : [satishv@dcil.co.in](mailto:satishv@dcil.co.in)

For Tender related enquiry please contact following person.

Mr. K. Ashish, Asst. Manager (Survey)  
Ph: :+91 8497922342  
Email: pomangalore@dcil.co.in

**24. Preliminary Examination**

- 24.1 DCI will examine the Technical Bids to determine whether they are complete, whether required earnest money deposit have been remitted, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 The bid which meets all the bid requirements is a responsive bid.
- 24.3 The bid, which is prima-facie responsive but contain some minor omissions/missing points is a substantially responsive bid and shall be processed further for rectifying the minor deficiencies.
- 24.4 For a substantially responsive bid, DCI may waive any minor informality in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.5 The bid, which does not conform to all the essential and mandatory requirements and/or contains reservations with reference to the critical and essential terms and conditions of the bid, is a non-responsive bid.

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24.6 If a bid is not a substantially responsive or if it is a non-responsive, it will be rejected by DCI, not considered for evaluation and shall not subsequently be made responsive by the Bidder by correction of the nonconformity.

**25. Evaluation and Comparison of Bids**

25.1 The Cover B containing the Financial Bid / Bill Of Quantities will be opened of only those bidders who have been qualified in the Technical Bid, at a later date. The date and time of opening of Cover B - Financial Bid/ Bill of Quantities shall be informed to the technically qualified bidders and will be opened online.

**25.2 Arithmetical errors will be rectified on the following basis:**

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

**26. Shortfall of Documents/ Evaluation and Comparison of Bids**

DCI may ask for shortfall documents during the evaluation of the bids. These documents shall not be necessarily relating to submission of Tender Cost/EMD etc, Request for documents and the response shall be in writing and no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with the employer/evaluator or submission of any additional documents, not specifically asked for by the employer/evaluator, will be allowed and even if submitted, they will not be considered by the employer/evaluator. These documents are to be uploaded within the specified time period as mentioned in our email. The above documents will be specified on-line under the link -Upload Shortfall Document", by evaluator after scrutiny of bids after opening of Technical (Cover -I) , indicating the start date and end date giving sufficient time for online submission by bidder. The bidders will get this information on their personalized dashboard under "Upload Shortfall Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload/re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents. In case the requested documents are not uploaded within the specified period, then the offer will be evaluated in accordance with NIT terms and conditions based on the documents already submitted at the time of bid opening.

**27. Verification: -**

DCI reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis. No separate communication by courier/speed post/ registered post/ post will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time.

**28. Prices:**

Prices should be quoted in the BOQ (excel sheet) available in the portal. Apart from other conditions stated elsewhere in this document, the following are to be carefully read before quoting.

- i. Rates should be valid for entire period of contract. No enhancement will be given during the interim period for whatsoever reason.
- ii. Rates are to be quoted strictly as per the format given above.
- iii. Rates must include all taxes as applicable; except for GST which shall be payable extra as applicable.
- iv. The rates quoted as above are all inclusive. No separate reimbursement is allowed.
- v. Computational 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 the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and total price shall be corrected.
- vi. The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer may not be considered. No deviation of the terms and

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conditions of the tender document is acceptable. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection.

- vii. Information/documents are to be furnished serial wise as per the respective annexures of the NIT. If no information or document is applicable against any serial number, please mention – Not Applicable.
- viii. All notices to the bidders shall be sent by e-mail only during the process of finalization of tender by DCI as well as e-procurement portal. Hence Bidders are requested to indicate their valid corporate e-mail- id and mobile no. of authorized representative at Vendor registration form for communications through e- mails / SMS alerts (if any).
- ix. Quantity mentioned in BOQ is indicative only and payment will be made on actual service rendered.

**29. Contacting the Dredging Corporation of India Ltd. (DCI)**

- 29.1 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact DCI on any matter related to the Bid, it should do so in writing.
- 29.2 Any effort by a Bidder to influence DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**30. Post Qualification**

- 30.1 In the absence of pre-qualification, DCI will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the Bidding Document from the evaluation of the Technical Bid.
- 30.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as DCI deems necessary and appropriate.

**31. Inspection of survey launch & Dinghy boat:**

- 31.1 DCI, at its discretion, will seek for inspection of the offered survey launch & dinghy boat at a mutually convenient place & date where the crafts are available. The bidder shall arrange for inspection and trial run of the Survey Launch and dinghy boat (as offered in the tender) along with relevant documents by the committee or the nominated representative(s) of DCI Ltd., at his cost as and when asked by DCIL and all related expenses of making Survey Launch and dinghy boat ready for inspection are to be borne by the contractor.
- 31.2 The bidders having only technically qualified / approved Survey Launch and dinghy boat shall be considered for opening the price bid.
- 31.3 The decisions of the Regional General Manager/Chief Project Manager, DCIL, Regional Office, Kochi about the inspection, suitability of the Survey Launch and dinghy boat will be final.
- 31.4 The Corporation has the right to reject the Survey Launch, dinghy boat and Survey equipments supplied by the Contractor, if the same are not meeting the requirement of Project Office DCIL Mangalore, Karnataka.
- 31.5 During inspection, Survey Launch and dinghy boat shall have all valid certificates in original, LSA/FFA equipments as per approved plans/drawings, competent crew as per requirements, including the valid insurance for the Survey Launch and dinghy boat etc complying all rules pertaining to labour and PF authorities.
- 31.6 DCI reserves its right to inspect the survey launch & dinghy boat and seek any other details / documents to ascertain the competence of the tenderer. DCI' Committee appointed to inspect the crafts will decide suitability of the craft and its crew as per tender conditions. As per Committee report if the survey launch & dinghy boat is not suitable for intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.

**F. Award of Contract****32. Award Criteria:**

- 32.1 DCI will award the contract to the bidder who has quoted against all items of the BOQ, whose bid has been determined to be the lowest evaluated bid, by quoting the lowest total. However, the bid in which any item(s) of the BOQ was not quoted, will be evaluated by loading the highest quoted value. Hence bidders are requested to quote for all items of the BOQ without fail.

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- 32.2 Upon finalization of the bids and arriving at L1 bidder, DCIL shall issue Letter of Acceptance (LOA) to the successful bidder and contractor should execute the agreement as well as Performance Security.
- 32.3 Work Order for commencement of work shall be issued to the successful bidder upon receipt of Performance Security & signing contract agreement..

**33. Right to Vary Period of Contract at Time of Award:**

The contract period shall be 180 days in one year from the date of mobilization of launch/boat. DCI reserves right regarding giving extension, deciding period of extension, curtailment of the contract period and DCIL's decision in the matter will be final.

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

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

**35. Notification of Award**

Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing through "Letter Of Acceptance (LOA)" through e- mail, that its bid has been accepted. The notification of the award will constitute the formation of the Contract.

**36. Corrupt or Fraudulent Practices**

- 36.1 DCI requires that the Bidders/Contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, DCI
- 36.2 defines, the terms set forth below as follows:
- 36.3 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process or in contract execution; and
- 36.4 "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 DCI of the benefits of free and open competition,
- 36.5 DCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 36.6 DCI will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.

**37. General**

- 37.1 Bid Documents are not transferable.
- 37.2 The Bidder shall produce documentary evidence for the technical data included in the bid, as far as possible.
- 37.3 All Signatures in the Document shall be dated.
- 37.4 All certificates / documents to be submitted along with technical bid should be valid.
- 37.5 Canvassing in connection with this bid is strictly prohibited and the bids submitted by the Bidders who resort to canvassing will be liable for rejection.
- 37.6 All correspondence during execution of the contract must be made to the Project Manager, Project Office, DCI, Mangalore, Karnataka.

**38. Performance Security**

- 38.1 Within Five (05) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security for each work contract value to EMPLOYER for the amount specified in the Special Conditions of Contract.
- 38.2 The proceeds of the Performance Security shall be payable to the EMPLOYER as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 38.3 A sum equal to 3% of each of the work contract value as indicated in work order (As per MOF Memorandum No. F/9/4/2020-PPD dated.12-11-2020) shall be deposited by the contractor by e-payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited

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payable at Visakhapatnam as per Pro - forma at Annexure enclosed. Bank Guarantee shall be valid till the completion of the contract including extended period if any plus 60 days thereafter. In case if any increase / decrease in value of the contract during the currency of contract, additional bank guarantee for the same shall be submitted by the party.

- 38.4 At the option of contractor, EMD can be converted as part of Performance Security and balance performance security shall be submitted in the form of BG/e- payment to DCIL, Canara Bank as per account details given.
- 38.5 In case the contract is further extended by giving additional quantity, sum equal to 3% of the contract value for the extended period of contract shall be deposited within 05 days after receiving a letter of extension of contract from EMPLOYER. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager. If Bank Guarantee is submitted against Performance Security, it should be valid till the completion of the contract including extended period if any plus 60 days thereafter. In case if any increase/ decrease in value of the contract during the currency of contract, additional bank guarantee for the same shall be submitted by the party.
- 38.6 The performance security will be discharged by the EMPLOYER and returned to the Contractor not later than Sixty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

**39. Maintaining Occupational health, Safety, Security, Quality, Environment and other codes / standards as per ISO 45001:2018, ISM, ISPS, ISO 9001:2015 and ISO 14001:2015:**

DCI has been implementing Occupational Health & Safety as per ISO 45001: 2018 of ISO on vessels and shore offices, maintaining International Safety Management (ISM) Code and International Ship and Port facility Security (ISPS) Codes prescribed by International Maritime Organization (IMO) and administered by Director General of Shipping (DGS) on board it's vessels and Integrated Management System comprising of Quality Management System (in accordance with ISO 9001: 2015) and Environmental Management System (in accordance with ISO 14001: 2015) on board vessels as well as in shore offices / activities. The services provided by the bidder should ensure compliance to the above codes/ standards.

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**SECTION IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. Application & Definitions of the terms**

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

- i) Bidder : Means the person or persons, firm or company who bids for the work.
- ii) Contractor: Means the person or persons, firm or company whose bid/offer has been accepted and also fulfilled contractual obligations viz., executing Agreement, Integrity pact etc.
- iii) Engineer: Authority nominated as such by DCIL for this contract.
- iv) Project In- Charge: Means DCIL's officer authorized as In-charge of the project.
- v) Contract agreement: the agreement entered into between DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. Tender notice, complete tender document, LOI, work order, agreement, correspondence exchanged before the issue of letter of acceptance/work order by which the Conditions of Contract are amended, varied or modified in any way by mutual consent will form part of the Contract.
- vi) Singular includes plural and vice-verse and masculine includes feminine and vice-verse where the context so requires.

**2. Standards**

The services provided under this contract shall conform to the Standards applicable to the services to be rendered as per the scope of work.

**3. The Contract & General Obligations of Contractor:****3.1 Contractor Cannot Sub-let the Work**

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-Contractor, his Contractors, servants, or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his Contractors, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labors on a "Piece rate" basis shall not be deemed to be subletting under this clause.

**3.2 Contractor is Responsible for all Damages to Other Structures/ Persons, Caused by him in Executing the Work.**

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

**3.3 Contractor to Indemnify DCI against all Claims for Loss, Damage etc.**

The Contractor shall indemnify DCI against all claims, demands, actions and proceedings and all costs arising there from on account of:

- i) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- ii) Pollution of waterway and damage caused to river, lock, sea-wall or other structures related to waterway, in transportation used by the contractor.
- iii) Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- iv) Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.

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- v) Damage / injury caused to waterway and bridge on account of the movement of Contractor's vessels, plants and materials in connection with the work.
- vi) The Contractor has to follow all safety regulations while carrying men / materials / laundry/ gas cylinder or any other material / equipment required for repairs if any or any other service.

**3.4 Contractor's Quoted Rates / Prices must be All Inclusive (excluding GST)**

Clause 28 of Instructions To Bidders (ITB) refers.

**3.5 Bidder not to publish Photograph Particulars of Work**

The Bidder and his sub-Bidder or their Bidders and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works.

**3.6 Work to Cause Minimum Possible Hindrance to Traffic Movement**

The work has to be carried out by the Bidder causing the minimum hindrance for any maritime traffic or surface traffic.

**4. Performance security:**

Clause 32 and 38 of Instructions To Bidders (ITB) refers.

**5. Insurance**

- 5.1** The Contractor shall without limiting his or DCI's obligations and responsibilities insure in the joint names of the Contractor and DCI the following and should submit the valid copies of the same at the time of bidding along with technical bid, before commencement of every year's work, immediately after renewals if the insurance policy expires during the contract period and also whenever required by DCIL.
- i) the Contractor equipment and other things brought on to the site by the Bidder for the sum sufficient to provide for their replacement at the site.
  - ii) against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance).
  - iii) against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen).
  - iv) covering hull & machinery, crew, wreck removal & salvage clauses for Survey launch and dinghy boat (as applicable), equipments and personnel engaged and should submit the valid copies of the same at the time of commencement every year, after renewals and whenever required by DCIL.
- 5.2. The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected.
- 5.3. The contractor shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times.
- 5.4. If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 5.5. The boats shall have required number of life jackets, safety devices, fenders, guards, anchors etc. The boat along with crew and 06 Nos of passengers shall be insured by the contractor against any mishaps.
- 5.6. In the event that the Bidder fails to comply with conditions imposed by the insurance policies effected pursuant to the contract, the Bidder shall indemnify DCI against all losses and claims arising from such failure. DCI shall be deemed to have been indemnified and kept indemnified by the contractor against all losses and claims in this regard from the date of such default/failure.
- 6. Payment Terms:**
- 6.1 The Bidder's request(s) for payment shall be made to the Project Manager, DCIL, Project Office, Mangalore, Karnataka, in writing, accompanied by a GST invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract. Invoice should be raised as per the description of services in the BOQ as mentioned in the tender.

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- 6.2 The Bill for Services rendered/ payment will be on monthly basis upon prompt submission of GST invoices timely and with all the necessary supporting documents. Delayed invoices and the invoices submitted without necessary supporting documents shall not be considered and be returned back to the contractor.
- 6.3 No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
- 6.4 The daily survey report should be certified by Project Manager as per the work order. The payment will be made only for the services provided as agreed to & as certified.
- 6.5 Payments shall be made within thirty (30) days from the date of receipt of invoice/claim by the contractor, provided the invoice is in order and complied with all required enclosures.
- 6.6 Payment shall be made through RTGS / NEFT from our Head Office, Visakhapatnam. to the bank account, as provided by the bidder in the tender. However, no interest will be paid for any delay in releasing of payment. DCI will not be responsible for non-receipt of payment due to incorrect bank account details provided by the tenderer in tender.
- 6.7 GST will be paid / reimbursed at actual, subject to actual payment made by the party to the Government authorities. GSTR1 for each bill should be filed on a monthly basis and when the same will appear in our GSTR2A portal, payment against the invoice shall be released.
- 6.8 Credit notes necessary, if any, towards withdrawal of excess claim found upon scrutiny of invoice by Project Manager, DCI Mangalore should be submitted by the contractor promptly without delay. Once the invoice with credit note is submitted, no request for reversing for any reason can be entertained.
- 7. Prices:**  
Prices charged by the Bidder for Services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid.
- 8. Contract Agreement:**  
Within 10 (Ten) days from the date of issue of Letter of Acceptance, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on non-judicial Rs.100/- stamp paper to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract. Failure of the successful Bidder to execute contract agreement shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.
- 8a. Interpretation of Contract Document**  
Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, DCI shall have the power to correct the same and their decision shall be final and binding on the parties to the Contract.
- 8b. Contract Amendments**  
No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 9. Delays in the Bidder's Performance**  
The performance of Services shall be made by the Bidder in accordance with the time schedule allowed for the supply of material/services.
- 9a. Liquidated Damages:**  
In case of any delay/non-performance of the contract at a project within the specified Period, liquidated damages @ 1 % per week or pro-rata up to a maximum of 10% of the contract value for the project shall be levied on the Contractor by DCI. Once the LD reach 10% of the contract value of the project, DCIL shall terminate the Contract pursuant to GCC Clause 10.
- 10. Termination for Default**  
10.1 DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part for the reasons attributed such as:

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- i) if the Contractor fails to provide the service within the time schedule given on each occasion, or within any extension thereof granted by DCI;  
or
- ii) if the Contractor fails to submit Performance Security or execute Contract agreement as per the conditions of bid,  
or
- iii) if the Contractor fails to perform any other obligation(s) under the Contract. ;  
or
- iv) if the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practice in pursuant with Cl. No.36 of ITB in executing the Contract.

10.2 In the event DCI terminates the Contract in whole or in part, pursuant to GCC Clause 10.1, DCI may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

**10a. Force Majeure**

- i) Notwithstanding the provisions of GCC Clauses 9 and 9a, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes etc.
- iii) If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**11. Termination for Insolvency**

In the event Contractor is adjudged bank corrupt, DCI shall terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DCI.

**12. Termination for Convenience**

The DCI may, by written notice sent to the Contractor, terminate the Contract within 7 days from notice period, in whole or in part. The notice of termination will specify that termination is for the DCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

**13. Settlement of Disputes/ Arbitration Clause:**

13.1 In case of dispute between DCI and the contractor for contract up to Rs.10 Crores, the issue will be referred to Chief General Manager (CGM), Dredging Corporation of India Limited and the decision of CGM, shall be final, conclusive and binding on all the parties and the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of CGM.

13.2 If any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in

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above or on matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a sole Arbitrator, a person to be nominated and appointed by Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act 1996.

- 13.3 The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or reenactment thereof. The venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

**14. Applicable Law**

The Contract shall be interpreted in accordance with the laws of India. All statutory requirements applicable to this contract shall be applicable to both DCIL and the bidders as per the applicability.

**15. Compliance with Statutory Requirements:**

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

Wages will be paid by the contractor to the workmen, directly without intervention of any jamadars or chowkidars and that the contractor will ensure that no amount by way of commission or otherwise is deducted or recovered by the jamadars from the wages of the workmen. The contractor will also strictly comply with the various provisions of the labour welfare statutes like:

- i) Contract Labour (Regulation and Abolition Act), 1970.
- ii) Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
- iii) Industrial Dispute Act, 1947.
- iv) Payment of Gratuity Act, 1972.
- v) Equal Remuneration Act, 1976.
- vi) Employees Provident Fund and Misc. Provisions Act, 1952.
- vii) Minimum Wages Act, 1948.
- viii) ESI Act, 1948 and
- ix) Laws applicable to women, wherever applicable and any other relevant statutes, together with the amendments, thereon. The contractor shall maintain various registers as required under the statutes and produce to the officer of the Corporation nominated for the purpose, every month/as and when required for verification. No child labour should be engaged.

All liabilities such as compensation under Employee's Compensation Act, PF Act and other regulations of the Govt. prevailing and as amended from time to time will be to the tenderer's account and the tenderer must indemnify the DCI against such liabilities

**16. Taxes and Duties**

The Contractor shall pay all taxes including GST, levies, duties, etc. which he may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of bid in respect of or in accordance with the execution of contract and DCI will in no way be liable.

**17. Income Tax Deduction:**

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

**18. Employment of Relatives:**

The Bidder shall enclose a certificate in the prescribed format (Declaration-1) that "he is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Ports Shipping and waterways, Government of India". The Bidder shall also furnish a declaration along with his bid enclosing the names of the relatives who are employed in DCI.

**18a. Undertaking certificate**

The bidder shall enclose a certificate in the prescribed format (Declaration-2) that he had not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid.

**18b. Litigation certificate**

The bidder shall enclose a certificate in the prescribed format (Declaration-3) that they did not have any current litigation with any party/firms. If he/she is in current litigation with any party/firms, the bidder shall enclose the same along with this bid

**18c. Vendor registration form:**

The bidder shall enclose their details viz., PAN, GST no. Bank account no. etc. in the prescribed format (Declaration-4) viz., for vendor registration form.

**18d. Notices:**

Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by e-mail . The address and email id of the bidder for this purpose is as given in the Vendor Registration Form.

**19. Debarring or Blacklisting:**

In the event of failure or breach of the contractual obligations, the contractor/firm may be debarred or blacklisted as the case warrants and prevented from participating in future bids of DCI for a specified period as decided by the competent authority.

**20. Notice to Contractor:**

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand or by email/letter to the e-mail address given in the bid or to the Contractor's Site Office or to the address as appearing in the bid submitted. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch or date of e-mail.

**21. Site clearance on completion of contract:**

On completion of the work the contractor shall clear away the Survey launch, dinghy boat, equipment, other plants, materials, temporary works of every kind etc. from the port. The contractor shall remove any plant (floating or otherwise) belonging to his or any person employed by him. In case of sinking of any vessel/craft or plant the same shall also be removed and cleared immediately by the contractor and till then the contractor shall set on such buoys and display at night for the safe navigation as may be required by DCI and its customers. In the event of the contractor not carrying out the obligation imposed upon him by this clause, DCI shall raise and remove the same and the contractor shall pay to DCI all costs incurred in connection there with. The fact that the sunken vessel /craft or plant is insured or has been declared a total loss, shall not absolve the contractor from his obligation under this clause to raise or remove the same.

**22. Daily Survey reports (DSRs):**

A daily survey report (DSR) is to be maintained by the contractor at site with the supervisor / Master of the Survey Launch. The survey days(when bathymetric survey is carried out) and non-survey days (all other days except survey days) of the Survey Launch/equipment is to be recorded and jointly

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signed by the Contractor, Site In-charge and counter signed by Project Manager DCI, Mangalore on daily basis and the DSR in original is to be submitted along with monthly invoice, which shall form basis for payment. The contractor shall submit this to DCI in duplicate on the every following day before noon.

**23. Provide and maintain a suitable office:**

The contractor shall provide and maintain a suitable office at the Port where Survey is being undertaken to which DCI may send communications and instructions. A suitable officer shall be posted for liaison with DCI and its customers to receive on behalf of the contractor any directions, instructions or other notices from DCI and its customer. DCI shall be at liberty to object and require the contractor to remove forthwith from the works any person including Master of survey launch and dinghy boat.

**24. Health and sanitation:**

The contractor shall comply with all statutory requirements in respect of the health and sanitation of his employee.

**25. Maintaining secrecy:**

The contract involves an obligation of secrecy and the contractor, his agents, servants etc., shall observe and comply with the requirements of the Indian Official Secrets Act 1923, and the rules there under or any statutory modifications or reenactments thereof. Any breach of this clause shall constitute a breach of the contract. The contractor shall not disclose to anybody except DCIL / its customer the details of drawings and sounding charts prepared by him. No photographs of the Port area shall be taken or permitted by the contractor to be taken by any of his employees.

**26. Recoveries:**

On post-check of any bill, if it is found sum be recoverable from the contractor the same shall be recovered from any sum due to the contractor against any bill of the contractor or from his security deposit and or from any other contract with corporation and/or demand.

**27. Integrity pact**

The Integrity Pact has been included to this subject Tender and to be submitted on company letter head with duly signed & stamped (before award of contract), and to be signed & stamped on Rs.100/- non-judicial stamp paper (After award of contract) in 02 (two) sets (in originals) as per the Form 10. This Integrity Pact will form part of the Tender Document.

**28. Limitation of Liability**

Except as provided in this Tender/Contractual conditions or except in cases of negligence or willful misconduct, the Contractor shall not be liable to DCI, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DCI.

**29. Governing Language**

The contract shall be written in English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English only.

**30. All disputes arising out of or under this contract will be subject to the jurisdiction of court at VISAKHAPATNAM only.**

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**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:

**1. Work Requirements:**

**1.1 In broad:**

1. The services of bathymetry surveys shall be made available on as and when required basis depending on the work requirements.
2. In case of holidays and during late hours, services should be rendered based on the intimation given to the contact telephone numbers and e-mail ids, provided by the Contractor.
3. Upon commencement of the contract, the Contractor's representative shall be available with DCI Project Office on all working days and holidays and should attend the calls from DCIL immediately.
4. The contract period shall be for 180 days from the date of mobilization of launch/boat.
5. DCI reserves the right regarding curtailment or giving extension of contract.
6. DCI will be deciding period of extension / curtailment of the contract period and DCI's decision in the matter will be final.
7. The bidder should invariably quote for all the items in BOQ. If not so, the bid will not be considered for evaluation.

**1.2 In Specific:**

1. Bathymetric surveys are to be conducted for pre dredging (if required), progressive, post dredging and monthly bill surveys in all dredging and dumping areas of NMPT using survey launch including sounding with lead line in the shallow areas, berth frontage (0 to 7m) and underneath pump house using suitable dinghy boat. The survey launch and dinghy boat shall be equipped with survey instruments in working conditions. The representatives of DCI, NMPT and third party nominated by NMPT will be onboard while carrying out surveys to jointly witness the same.
2. The period of work is 180 days (approx) for the year 2021-21 tentatively commencing from 01<sup>st</sup> September 2021-22. The period is extendable or can be curtailed each year on same rates, terms and conditions, as per requirement of DCI/NMPT.
3. During the contract period, survey is required to be performed within the New Mangalore Port Trust limits as per their requirement of DCI/NMPT.
4. The MBES bathymetric survey will be conducted on regular basis depending on requirement.
5. Prior to carry out each survey, calibration of survey equipments viz: DGPS, Multi Beam Echo Soundings equipment using frequency 200 to 220 KHZ has to be carried out with known co-ordinates / depth and it should be satisfied by the representatives of NMPT, DCIL and third party nominated by NMPT.
6. The proposed survey launch shall be of steel hull/ FRP and shall be able to carry out survey and the survey launch shall withstand moderate to rough sea conditions.
7. The survey launch should be operated by competent navigational personnel having valid certificates. All required LSA/FFA items, with valid certificates, should be available for safety purpose at all times during the period of hiring of launch.
8. Survey launch and dinghy boat should have excellent control and maneuverability at low speeds. Boats should have ample space to provide day accommodation for representative of DCIL/NMPT/Third parties nominated by NMPT besides normal crew.
9. Survey launch should have canopy and panoramic view from the wheel house. Wheel house shall be air conditioned with suitable deck space and equipped with safety gear.
10. Transducer of Multi-Beam echo sounder should be hull/side mounted fitted. However, the position of the transducer is subject to inspection and acceptance of NMPT/DCI and Third party nominated by NMPT.
11. The proposed survey launch should be equipped with DGPS, Multi-Beam Echo sounder using frequency 200 to 220KHZ, Heave, Roll, Pitch sensors, sound velocity probe, PC/laptops, Hardlocks, Printers, A0 Plotters, Gyro Compass etc and qualified personnel for conducting MBES Bathymetric

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survey and provide survey charts in required numbers after duly processing the above acquired data using HYSWEEP survey software (HYPACK) or Equivalent standard software acceptable to Engineer processing system, and supply soft copy in CD/DVD/Pen drive duly loaded with entire survey record as required by DCI/Port/Engineer.

12. The contractor shall provide power backup arrangements i.e. UPS or generator to ensure continuous power supply to survey equipment and accessories.
13. The contractor should have a dedicated A0 size plotter (with stand) with sufficient chart rolls, plotter consumables etc at DCI office so that the hardcopy of the survey charts is handed over to DCI/Port without delay.
14. The proposed crew should be available at the site physically (mentioned above) and in case of any change of crew/team during commencement/course of work execution, the crew/team should be replaced with suitable competent crew/team (possessing equivalent qualification) capable to carry out the on-board survey and all other survey related works at office. The contractor should ensure sufficient personnel (One survey personnel for carrying out on-board survey and one personnel for all other on-shore survey works viz. data processing, chart preparation, etc.) & resources so that processing of survey data taken previous day/pending unprocessed data should be carried out at DCI office by the contractor's personnel without hampering the bathymetric surveys when on-board bathymetric survey is carried out on the same day.
15. Soundings lines shall be no more than 30m apart. However, the line spacing is to be decided as per available depth since Multi Beam cover wide swath along the survey line. The planned survey lines must cover 25% swath overlap and at least 10% coverage on each side of the survey area.
16. The berth faces (at 0 & 2 mtrs.), joint surveys to be carried out by lead line method.
17. Soundings are to be taken at an accuracy of 0.10 m and reduced to chart datum. The depth /heights shall be plotted in meters and centimeters.
18. In case the vessel is hired, the period of hire should be on par with the period of contract and an agreement to that effect signed by the owner on stamp paper duly notarized should be produced along with the tender.
19. The Bidder should submit the Technical specifications of the survey launch and Survey equipment proposed to be deployed, their present location for the subject work in the technical bid as per declaration no 6,7,8 & 9.
20. All charts to be prepared in the scale 1:1000 or as directed by DCI/NMPT representative. Minimum 5 hard copies of charts or as directed by DCI/NMPT representative shall be submitted along with soft copy (CD/DVD/Pen drive) for each survey.
21. The Bidder is deemed to have inspected the areas of Survey and have complete knowledge before Bidding. The Bidder shall inspect the area of work at his own cost and thoroughly acquaint himself with the site conditions. All the costs for execution of the works deemed to have been included in the Tender and no claim whatsoever in this regard shall be entertained.
22. The Bidder shall mobilize the Survey launch, equipment in operational condition and survey personnel within 7 (seven) days from the date of issue of the LOA. All surveys are required to be carried out following the scope of work and as per the instructions of DCI Representative. The Representatives of DCI and NMPT/ Third party nominated by NMPT representatives would present on board while conducting the monthly bill surveys and other Surveys depending on requirement.
23. All the survey equipment are to be calibrated to the specified accuracies and accepted by DCI / NMPT/ Third party nominated by NMPT representatives. The rate offered shall include the expenses towards mobilization of the survey launch, dinghy boat, equipment and man power to work site, demobilization and time taken for installation and calibration of survey equipment. No claim for mobilization and demobilization will be entertained separately and will be deemed to be included in the rate quoted by the contractor.
24. The Bidder shall not be entitled for payment of the daily hire charges for the survey launch with equipment and man power in case of breakdown of survey launch / equipment and if the Bidder fails to carry out survey for reasons whatsoever. Penalty will be imposed to the extent that no payment will be made during the period of non availability of survey launch. However, 50% of the Non-Operational charges (Item-1.2 of BOQ) will be payable, if survey personnel attends to all other survey related works at office other than on-board survey, as certified by DCI representative.
25. In case the survey is not possible due to very bad weather, the certification from DCI representative is required for considering payment of daily hire charges, for which, rate for non-operational day will only be considered.

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26. In case of break down/ non-availability/ failure of launch/boat/equipments, substitute Launch/boat/equipments shall be provided within 24 hours without fail after informing in writing or verbal instruction by the site in-charge / Project Manager failing which penalty will be imposed to the extent that no payment will be made during the period of non availability of Launch/boat/equipments, as certified by DCI representative.
27. In case of break-down of the Survey Launch or survey equipments, alternative survey launch or equipment, meeting the technical specifications & requirements specified in the tender has to be provided by the contractor at no extra cost for mobilization and de-mobilization. If contractor fails to do so, alternative arrangement will be made by DCI at the risk and cost of the contractor, and the expenses incurred thereof will be deducted from the bills/ amount available at DCI.
28. In case of breakdown of Survey Launch (& dinghy boat) and equipment for more than 24 hours, the Bidder shall arrange suitable substitute Survey launch (& dinghy boat) and equipment with all equipment for survey works. No payment will be made for the breakdown period (including non-operational charges) and charges will be regularized on pro rata basis for operational day/non-operational day as the case may be, as certified by DCI representative.
29. The surveys may require carrying out in any time in 24 hours depending up on weather conditions and operational need. The Bidder shall keep the survey launch and personnel standby to meet the above requirement and the rate offered shall be inclusive of such contingencies.
30. The survey launch & dinghy boat must have VHF/Walkie-Talkie/Mobile for better communication system to contact with Dredger/Project office and Signal Station of NMPT.
31. Real Time Kinematics (RTK) equipment/device are required to be used for checking of higher accuracy of a standalone Global Navigation Satellite Systems (GNSS) receiver once during contract period of survey in case, Engineer of NMPT is demanded.
32. All the required statutory certificates, insurance for survey boat, dinghy boat, personnel must remain valid throughout the entire period of contract, including extension period, if any.
33. The crew provided for manning the Survey launch should be qualified, experienced and competent to operate the boat.
34. The Survey Launch with equipments shall be available at site with Master, crews round the clock and all the days including Sundays and holidays to attend the survey works as and when informed by the site in-charge/Project Manager of DCIL.
35. The rate quoted shall be inclusive of all running expenses such as wages/OT/beta/fuel, lubricants, spares, maintenance, repairs, stores, mobilization de-mobilization, fuel escalation, RTK equipments, taxes & levies etc., excluding GST. The agreed rate shall be valid throughout the contract period including extended period of contract if any.
36. During the period of execution of work if any loss/damage such as berth, fender, etc. or to the property of DCI/New Mangalore Port Trust or any other companies the same should be rectified by the contractor and made good at his own cost and will be at risk and cost of the contractor.
37. Necessary gate passes etc. for survey launch, dinghy boat, equipment, men and materials, fuel oil and Lubricants etc shall be arranged by the contractor and DCI will not be responsible for any delay or reason thereof. DCI will only provide necessary assistance by issuing recommendation letters, etc to the contractor, at the request of the contractor, for obtaining the permissions from port and other authorities as required by the contractor, however, DCI will not be responsible / liable for any delay/issues in this regard.
38. The contractor should submit copy of the P.F. registration number and if the same is not submitted along with the tender the bidder should obtain the same and produce to DCI, otherwise 25.16% of labour element will be recovered from the bills as per rules and remitted to PF Authorities, pursuant to GCC Cl. no 3.2. In case of any exemption available, copy of the exemption letter/certificate issued by PF authority should be enclosed to the bid.
39. In the event of any breach of contract on the part of the contractor, the Corporation reserves the right to forfeit the entire performance security deposit including converted EMD amount. DCI also reserves the right to get the balance work executed by some other sources at the risk and cost of the Bidder. Further, the firm /contractor is liable to be blacklisted and prevented from participating in the future tenders of the Corporation for a specified period. The period of blacklisting and manner of black listing shall be decided by the competent authority of DCI.
40. Counter conditions if any stipulated by party, his tender will be summarily rejected.
41. Firms black listed by any Government Organizations/Agencies currently is debarred from participating in the Bidding process.

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42. A daily survey report (DSR) is to be maintained by the contractor at site with the supervisor / Master of the Survey Launch. The survey days(when bathymetric survey is carried out) and non-survey days (all other days except survey days) of the Survey Launch/equipment is to be recorded and jointly signed by the Contractor, Site In-charge and counter signed by Project Manager DCI, Mangalore on daily basis and the DSR in original is to be submitted along with monthly invoice, which shall form basis for payment. The contractor shall submit this to DCI in duplicate on the every following day before noon.
43. The Bidder is responsible for taking precautionary measures and safety for all the men working under him throughout the contract period. DCI shall not be liable for any damage or compensation or whatsoever payable by law consequent to any accident or injury to any workman or other persons employed by the Bidder and the Bidder shall indemnify and keep DCI indemnifying against all such damages or compensation and against all claims, damages, proceedings, cost, charges and expenses or whatsoever in respect thereof or relating thereto. Responsibility arising due to any compensation etc lies entirely on the part of the Bidder .
44. The Bidder should pay the minimum wages, bonus, medical expenses, over time, holiday wages, if any, to the labourers engaged for this work and comply with the provisions of Minimum Wages Act. The rates quoted are deemed to have included all the above provisions and no extra claim or whatsoever will be admitted. The Bidder shall ensure that regular and timely remittances are made by them during the contract period towards PF contribution to the appropriate authorities pertaining to all his workmen and produce the receipt obtained from PF authority to this effect to confirm the remittance without which, bill will not be processed for payment.
45. In the event of early completion / closure of the project work, the contract can be terminated by giving 3 days notice to the Contractor and no compensation whatsoever shall be payable in this regard.
46. The rates quoted by the contractor shall be deemed to have included all costs and expenses, taxes, duties and any levies (State or Central) in connection with supply of Survey launch and MBES equipments under the contract. No additional payment whatsoever shall be paid by DCI at any stage of work.
47. Contractor has to make own arrangements for berthing of Survey Launch and dinghy boat during the period of contract and extension if any viz., during survey/ Non survey/ idle / breakdown / repair etc. all.
48. Contractor should maintain all statutory certificates valid, throughout the contract period (including extension period if any), viz., Registration certificates, plying licenses issued by NMPT/other concerned authorities , insurances covering hull & machinery, crew, wreck removal & Salvage clauses for Survey launch and dinghy boat (as applicable), personnel to be supplied and should submit the valid copies of the same at the time of commencement every year, after renewals and whenever required by DCIL. Copies of Original Certificates of registration, survey, plying license etc., of the boats offered to DCI including copy of existing Insurance Policies covering the marine hull, machinery of boats and its crew and 06 Nos of passengers and valid plying licenses from NMPT are always to be kept available in the Boats and the copies of these documents are to be given to the Project Manager ,DCI, Mangalore for record. Contractor shall renew and keep valid all such documents ,certificates and policies throughout the contractual period including extended period if any at his cost. All liabilities in this regard shall be solely of the contractor. DCI shall be deemed to have been indemnified and kept indemnified by the contractor against all losses and claims in this regard from the date of such default/failure.
49. Contractor should also submit attested copies of PAN, GST, and Name of the Bank, A/c. No., IFSC code and Branch name for making online payment.
50. Bidder should meet the pre-qualification criteria as per the set out guidelines.
51. Successful bidder needs to deposit performance security and the contract agreement as per terms and conditions.
52. In case of non-performance / delayed performance by contractor, liquidated damages as per terms and conditions shall also be levied.
53. The contractor has to submit calibration certificates for the survey equipments to be installed onto survey launch and dinghy boat and same to remain valid during the contract period including extension period if any.
54. Operational days shall mean carrying out surveys in all dredging areas and dumping ground.

**Signature of Tenderer with seal**

**TENDER DOCUMENT**

55. Non-operational days shall include data processing, plotting charts, etc all other survey related works at office other than on-board survey.
56. The contractor should ensure sufficient number of survey personnel and survey equipment (PC/laptops, plotters, printers, hardlocks etc) to ensure carrying out surveys and data processing followed by plotting charts in parallel.
57. The boats shall have required number of life jackets, safety devices, fenders, guards, anchors etc. The boat along with crew shall be insured by the contractor against any mishaps.

**2.0 Price Variation (GCC Clause 7):**

There shall not be any price variation during the contract period/ extended period of the contract, if any.

**3.0 Compliance with Statutory Requirements (GCC Clause 15):**

3.1 Pursuant to Clause 15 of GCC.

3.2 Provident Fund Contributions:

3.2.1 The Contractor shall possess an independent PF Code number obtained from the concerned PF Commissioner and submit the photocopy of the same along with the bid. If the same is not submitted with the bid the Contractor shall obtain the same and produce to DCI before the issue of the work order.

3.2.2 A Certificate from the Regional Provident Fund Commissioner (RPFC) shall be furnished by the Contractor stating that PF has been deducted from the employees and remitted to the concerned RPF Commissioner along with PF Number before releasing any payment to the Contractor against his running bill.. If the Contractor fails to adhere to this condition DCI shall deduct 25.16%, namely

- Contribution of the worker -12%
- Matching contribution of the Employer - 12%
- Inspection charges payable to RPFC - 1.16% (\*)

of labour component value from the bill and remit the amount to EPF Authorities.

*\*Inspection charges will be as per prevailing Govt. norms.*

**4.0 Other conditions:**

1. The contractor shall directly approach NMPT or any other authority to resolve their vessels related issues in connection with performing the service without DCIL's persuasion.
2. The firm shall obtain gate passes for their equipments, personnel etc. directly from NMPT / other authorities concerned.

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**Signature of Tenderer with seal**



## TENDER DOCUMENT

SECTION VI  
TECHNICAL SPECIFICATIONS (TS)

- 1) Survey Launch fitted with following survey equipment is to be deployed:
  1. Approved / standard D G P S
  2. Multi Beam Echo Sounder with HYSWEEP survey software (HYPAC) using frequency 200 to 220 KHZ or equivalent standard software acceptable to Engineer of NMPT.
  3. Heave, Pitch & Roll Sensor (3 axis).
  4. Data acquisition and processing system "HYSWEEP survey software (HYPAC) or equivalent standard software acceptable to Engineer of NMPT."
  5. Printers and A0 Plotters
  6. VHF Set/Walkie-Talkie/Mobile for better communications.
  7. Lead Line Equipment.
  8. RTK equipments
  9. Survey launch & dinghy boat should have excellent control and maneuverability.
  10. They should have ample space to provide day accommodation for representatives of DCI /NMPT and Third party nominated by NMPT besides normal crew.
  11. Launch should have panoramic view from the wheel house.
  12. Wheel House shall be air conditioned and equipped with safety gear as per Indian Mercantile Act shall be available.
  13. All the electronic and computer based equipment shall have compatibility to the other equipment.
  14. The launch should have a wash room facility with proper sewage and garbage disposal.
  15. LSA/FFA equipments, as per approved plans, with valid certificates, to be available on board the survey launch & dinghy boat during the hire-period.
- 2) Verification of lines in the pre and post dredging surveys:

10 percent of all soundings are to be known as verification lines. Verification lines shall be representative of the whole of the area and of the entire duration of the sounding sessions. Verification of lines are to be sounded twice, immediately following one another and preferably in opposite directions. When the difference in vertical position at any common point along the two sea bed profiles resulting from each verification line exceeds +75mm, then the soundings subsequent to the last successful verification shall be deemed unacceptable as pre and post dredging soundings. The Engineer's Representative may resort to check echo sounding by means of other methods to measure water depths, such as single beam echo-sounder or lead lines. The Engineer's Representative may also order calibration checks of the equipment as and when considered necessary.
- 3) The Survey record is the Property of DCI and it should not be provided to Agency or utilized for any purpose.
- 4) Technical specifications of survey launch, dinghy boat and survey equipment proposed to be utilized by the bidder are required to be submitted by the bidder along with technical bid (cover-A) vide the format mentioned under prescribed formats of this bid document.

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**Signature of Tenderer with seal**

## TENDER DOCUMENT

**SECTION – VII**  
**Prescribed Formats For Bid**

1. **Bid Form**

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

To:  
 The Dredging Corporation of India Ltd.  
 Project Office  
 Mangalore, Karnataka.

Sub: Conducting Multi Beam bathymetric surveys with hull/side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personnel etc. all and providing signed survey charts and quantity computations for one year (2021-22) extendable for another year (2022-23) at the same rates, terms and condition at discretion of DCI.- Reg

Ref: MNG/OPS/SUR/09/2021-22 DATED 21-07-2021.

Gentlemen:

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
*[signature]*      *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_

**Signature of Tenderer with seal**

## TENDER DOCUMENT

**2. Pro forma for Bank Guarantee For Earnest Money Deposit**

Bank Guarantee No.:

Date:

To

The Dredging Corporation of India Limited,  
Head Office, HB Colony, Seethammadara,  
Visakhapatnam – 530 022, Andhra Pradesh.

WHERE AS ..... (hereinafter) called “the Bidder” has submitted its bid dated ..... for the execution of (name of work) ‘**Conducting Multi Beam bathymetric surveys with hull/side mounted transducer) at DCIL’s ‘New Mangalore Port’ project, Mangalore, Karnataka” with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personnel etc. all and providing signed survey charts and quantity computations for one year (2021-22) extendable for another year (2022-23) at the same rates, terms and conditions at discretion of DCI.**’ (hereinafter called “the Bid”) in favor of DREDGING CORPORATION OF INDIA LIMITED, Head Office, HB Colony, Seethammadara, Visakhapatnam – 530 022 hereinafter called the “CORPORATION”.

KNOW ALL MEN by these presents that we, ..... (Bankers full address) (Hereinafter called “the Bank” are bound unto the Corporation for the sum of Rs..... (Rupees.....only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

If the Bidder

- i) withdraws his Bid during the period of Bid validity specified in the Bid, or,
- ii) or having been notified of the acceptance of his Bid by the Corporation during the period of Bid Validity.
- iii) Fails or refuses to execute the Agreement, if required or
- iv) Commence the work as per the Letter of Intent or Word Order

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.....(Rupees .....only) and will remain in force up to 120 days from the date of opening of Second Cover / Finance Bid, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of .....2021

For

.....  
(Indicate Name of the Bank)

**Signature of Tenderer with seal**

TENDER DOCUMENT

3. Bidder's Declarations

Declaration-1

Date:

To  
The Project Manager,  
Dredging Corporation of India Limited,  
Project Office  
Mangalore, Karnataka.

Sir,

**Sub:** Conducting Multi Beam bathymetric surveys with hull/side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personnel etc. all and providing signed survey charts and quantity computations for one year (2021-22) extendable for another year (2022-23) at the same rates, terms and conditions at discretion of DCI.- reg.

Ref: Tender No: MNG/OPS/SUR/09/2021-22 DATED 21-07-2021.

\*\*\*\*\*

A. With reference to your Tender referred above, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'or'

B. We hereby certified that my relative(s) working as Officer in Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India are given below:

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

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

Thanking you,

Yours faithfully,

Signature of Tenderer with seal

**Signature of Tenderer with seal**

## TENDER DOCUMENT

Declaration-2

Date:

To  
The Project Manager,  
Dredging Corporation of India Limited,  
Project Office  
Mangalore, Karnataka.

Sir,

**Sub:** Conducting Multi Beam bathymetric surveys with hull/side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personnel etc. all and providing signed survey charts and quantity computations for one year (2021-22) extendable for another year (2022-23) at the same rates, terms and conditions at discretion of DCI.- reg.

Ref: Tender No: MNG/OPS/SUR/09/2021-22 DATED 21-07-2021.

\*\*\*\*\*

- A. With reference to your Tender referred above we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the Prevention of Corruption Act in connection with the bid.

and,

- B. We hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents, etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Signature of Tenderer with seal

**Signature of Tenderer with seal**

TENDER DOCUMENT

Declaration-3

Date:

To  
The Project Manager,  
Dredging Corporation of India Limited,  
Project Office  
Mangalore, Karnataka.

Sir,

**Sub:** Conducting Multi Beam bathymetric surveys with hull/side mounted transducer) at DCIL’s ‘New Mangalore Port’ project, Mangalore, Karnataka” with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personnel etc. all and providing signed survey charts and quantity computations for one year (2021-22) extendable for another year (2022-23) at the same rates, terms and conditions at discretion of DCI.- Reg.

Ref: Tender No: MNG/OPS/SUR/09/2021-22 DATED 21-07-2021.

\*\*\*\*\*

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

‘or’

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

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

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

Thanking you,

Yours faithfully,

Signature of Tenderer with seal

**Signature of Tenderer with seal**

## TENDER DOCUMENT

**Declaration-4**  
**(Vendor Registration Form)**1. Vendor Details:

- a) Name of the Vendor :
- b) Address :
- c) Place of Registration :
- d) Principal place of business :
- e) Email ID :
- f) Contact Nos. :

2. Taxation and Other Registration Details:  
(Supporting copies need to be attached)

- a) PAN No. :
- b) GSTIN :
- c) Type of Vendor : Registered / Unregistered / Composite Dealer  
(Tick whichever is applicable)

3. Bank Details :  
(Copy of cancelled cheque needs to be attached)

- a) Bank Name, Branch & City :
- b) Bank Account Number :
- c) IFSC :
- d) Type of account : Savings account / Current account / Other

**Signature of Tenderer with seal**

## TENDER DOCUMENT

**4. Proforma for Contract Agreement**

This agreement made on \_\_\_\_\_ day of \_\_\_\_\_ between **M/s. DREDGING CORPORATION OF INDIA LIMITED**, a body under the Companies Act, 1956, having its Head Office at Visakhapatnam (hereinafter called "THE EMPLOYER", which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office") of the one part and \_\_\_\_\_ (Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part, whereas the "Employer" is desirous of "**Conducting Multi Beam bathymetric surveys with hull/side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personnel etc. all and providing signed survey charts and quantity computations for one year (2021-22) extendable for another year (2022-23) at the same rates, terms and conditions at discretion of DCI.**" and the Contractor has offered to \_\_\_\_\_ and whereas the CONTRACTOR has deposited a sum of Rs. \_\_\_\_\_ as Performance Security in the form of \_\_\_\_\_ for the due fulfillment of all the Conditions of the Contract:

Now this agreement witnessed as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz.:
  - The Contract Agreement.
  - The Bid submitted by the Contractor.
  - Instructions to Bidder.
  - Conditions of Contract.
  - Specification for the Works.
  - Price Bid.
  - Work order.
  - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) at the times and in the manner prescribed by the Contract.

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

**CONTRACTOR**

Signature :

Name :

Designation :

Seal :

In the presence of Witness

Signature :

Name &amp; Address :

**EMPLOYER**

Signature :

Name :

Designation :

Seal :

Signature :

Name &amp; Address :

**Signature of Tenderer with seal**



## TENDER DOCUMENT

**5. Proforma for Bank Guarantee for Performance Security**

Bank Guarantee No.:

Date:

To  
 The Dredging Corporation of India Limited,  
 Head Office, HB Colony, Seethammadara,  
 Visakhapatnam – 530 022  
 Andhra Pradesh.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its head office at Dredge House, Port area, Visakhapatnam-530 001, India (herein after called the "DCI") having agreed to exempt M/s \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (herein after called the said "CONTRACTOR" from the demand under the terms and conditions of an Agreement/Contract/Work Order dated \_\_\_\_\_ made between DCI and Contractor for "*(name of work)*....." (herein after called the said "Agreement"), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for .....  
 Rupees.....Only),

1. We .....hereinafter referred (*indicate name of the Bank*) to as "the Bank" at the request of M/s.....(*Contractor*) do hereby undertake to pay to the DCI an amount not exceeding .....against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We, .....(*indicate name of Bank*) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(say) (Rupees.....only).
3. We .....(*indicate name of Bank*) undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We ..... (*indicate name of the Bank*) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on ....., we shall be discharged from all liability under this guarantee thereafter.

**Signature of Tenderer with seal**

## TENDER DOCUMENT

5. We, .....(*indicate name of the Bank*) further agree that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We,..... (*indicate name of the Bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.
8. This guarantee will remain in force until ..... All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to Rs.....(*Rupees..... Only*).

Dated the .....day of .....2021.

**Signature of Tenderer with seal**

## TENDER DOCUMENT

Declaration-6**6. PARTICULARS OF SURVEY LAUNCH PROPOSED TO BE UTILISED BY THE BIDDER FOR THE WORK**

1. Name of the Bidder :
2. Whether steel hull boat / FRP :
3. Whether single screw / Twin screw :
4. Name of the owner :
5. Builder's name and Address :
6. Year of built :
7. Main dimensions;
  - (a) Length (Mtrs) :
  - (b) Breadth (Mtrs) :
  - (c) Depth (Mtrs) :
  - (d) Draft (Mtrs) :
  - (e) Maximum speed in knots :
8. Make and Model of the Engine :
9. Horse Power of the Engine :
10. Particulars of Registry of Survey Boat :
11. Communication system held in onboard :
12. LSA (Life Saving Appliances) :
13. FFA (Fire Fighting Appliances) :
14. Place where the Steel hull / FRP Boat  
is presently available :

**NOTE:** If the Bidder is not the Owner, hire agreement / willingness of the Owner of the survey launch should be submitted on stamp paper duly notarized along with Technical Bid (Cover-A).

**Signature of Tenderer with seal**

## TENDER DOCUMENT

Declaration-7**7. PARTICULARS OF DINGHY BOAT PROPOSED TO BE UTILISED BY THE BIDDER FOR THE WORK**

1. Name of the owner :
2. Builder's name and Address :
3. Year of built :
4. Main dimensions;
  - (a) Length (Mtrs) :
  - (b) Breadth (Mtrs) :
  - (c) Depth (Mtrs) :
  - (d) Draft (Mtrs) :
5. Particulars of Registry :
6. Communication system held in onboard :
7. LSA (Life Saving Appliances) :
8. FFA (Fire Fighting Appliances) :
9. Place where the dinghy Boat is presently available :

**NOTE:** If the Bidder is not the Owner, hire agreement / willingness of the Owner of the dinghy boat should be submitted on stamp paper duly notarized along with Technical Bid (Cover-A).

**Signature of Tenderer with seal**

## TENDER DOCUMENT

**Declaration-8****8. PARTICULARS OF SURVEY EQUIPMENT PROPOSED TO BE UTILISED BY THE BIDDER FOR THE WORK**

Sl.No	Description of items	Qty	Identification	Remarks
1				
2				
3				
4				
5				
6				
7				
8				

**Note:**

1. Particulars of the Multi-Beam survey equipment proposed to be supplied for conducting Multi-Beam Echo soundings by using frequency 200 to 220 KHZ to be mentioned in the tabular column including Lead line soundings besides RTK equipments.
2. Sufficient number of equipment & Manpower to be deployed accordingly to carry out the Surveys, Processing of data & Chart preparation in parallel (if required) pursuant to clause no 1.2.56 of SCC.

---

**Declaration-9****9. DETAILS OF CREW OF SURVEY LAUNCH & DINGHY BOAT AND SURVEY PERSONNEL TO BE ENGAGED BY THE BIDDER FOR THE WORK.**

Sl. no.	SL/DB/SP	Name	Age	Qualifications	Experience
I)	<b><u>Survey Launch:</u></b>				
	A) <u>Deck side:</u>				
	1)				
	2)				
	3)				
	4)				
	B) <u>Engine side:</u>				
	1)				
	2)				
	3)				
	4)				
II)	<b><u>Dinghy Boat</u></b>				
	1)				
	2)				
III)	<b><u>Survey Personnel:</u></b>				
	1)				
	2)				
	3)				
	4)				

**Note:** The proposed crew should be available at the site physically (mentioned above) and in case of any change of crew/team during commencement/course of work execution, the crew/team should be replaced with suitable competent crew/team (possessing equivalent qualification) capable to carry out the on-board survey and all other survey related works at office pursuant to clause no 1.2.14 of SCC.

**Signature of Tenderer with seal**

## TENDER DOCUMENT

**10. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

Bank Guarantee No.

Date :

To

M/s. Dredging Corporation of India Limited,  
H.B Colony Main Road,  
Seethammadhara  
Visakhapatnam-530022

WHERE AS (hereinafter) called "the Tenderer" has submitted its tender dated .....for the execution of (name of work).....(hereinafter called "the Tender") in favour of DREDGING CORPORATION OF INDIA LIMITED, H.B Colony Main Road, Seethammadhara, Visakhapatnam-530022

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

(Hereinafter called "the Bank" are bound unto the Corporation for the sum of Rs..... (Rupees.....only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are :

1. If the Tenderer withdraws his Tender
  - (a) during the period of Tender validity specified in the Tender,
  - or
  - (b) having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
2. Fails or refuses to submit the performance security/execute the Agreement, or
3. Fails to Commence the work as per the Letter of Acceptance or Work Order

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs...../- (Rupees .....only) and will remain in force up to 150 days from the date of opening of Tender, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of .....2021

For

.....  
(Indicate Name of the Bank)

**Signature of Tenderer with seal**

## TENDER DOCUMENT

**SECTION – VIII****CHECK LIST OF ENCLOSURES FOR  
TECHNICAL BID (COVER-A)**

1. A Bid Form **except** the Price Schedule
2. A list of works completed, bidded for and in hand / being executed as on the date of submission of bid with proof of documents.
3. Documentary evidence to establish that the Contractor is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
  - i) Audited balance sheet and profit-loss (Income) statement for the last three years ending 31<sup>st</sup> March 2021.
  - ii) Certificate from Employers for showing Experience of having successfully completed works of similar nature during last 7 years ending June 2021. The certificate should include the following information:
    - a) Brief description of the work
    - b) Contract amount / rates.
    - c) Time limit for completion
    - d) Whether the work has been completed within the stipulated time.
    - e) Whether any liquidated damages have been levied.
4. Documentary evidence towards remittance of cost of bid document as prescribed (non-refundable) through e-payment (NEFT / RTGS) and the e-mail sent to DCI HO's e-mail id - '**treasury@dcil.co.in**' containing purpose and details of payment along with electronic receipt/ UTR.
5. Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of
  - i) e-Payment (NEFT / RTGS) ) and the e-mail sent to DCI HO's e-mail id - '**treasury@dcil.co.in**' containing purpose and details of payment along with electronic receipt/ UTR.  
or
  - ii) Bank Guarantee (copy to be uploaded online. original BG to be submitted to DCI, Regional Office, Kochi within 03 days from the date of tender opening.
6. Copy of PAN Card
7. Copy of GST Registration certificate.
8. Proof of Registration with Provident Fund Authorities. or exemption certificate / letter as applicable.
9. Power of attorney on Stamp paper (non-judicial) Rs. 100/-, in favour of the person authorized to sign the tender document. (If the tender document is signed by the Owner/proprietor of the firm, then also he shall authorize himself for the same on stamp paper.)
10. 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.
11. Bidders declaration -1,2,3,4.
12. Technical specifications of survey launch, dinghy boat and survey equipment as per prescribed declarations No 6,7 & 8.
13. Details of crew of survey launch, dinghy boat and survey personnel as per prescribed declaration no-9.
14. Downloaded Tender Document (including corrigendums /addendums if any) duly signed and stamped on all the pages by bidder
15. Other documents prescribed in this bid document not mentioned above.

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**Signature of Tenderer with seal**

## TENDER DOCUMENT

**FINANCIAL BID / BILL OF QUANTITIES (BOQ)**  
**(FOR COVER-B)****PREAMBLE:**

- ❖ The items given in the Financial Bid / Bill Of Quantities are for “Conducting Multi Beam bathymetric surveys with hull/side mounted transducer) at DCIL’s ‘New Mangalore Port’ project, Mangalore, Karnataka” with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personnel etc. all and providing signed survey charts and quantity computations for one year (2021-22) extendable for another year (2022-23) at the same rates, terms and conditions at discretion of DCI”
- ❖ The rates quoted in the Financial Bid / Bill Of Quantities are all inclusive except GST. Contractor shall raise GST invoice and mention their GST Registration Number on the Invoice.
- ❖ The payment would be made for relevant items of Financial Bid / Bill Of Quantities as detailed in Payment Clause.
- ❖ No charges, other than those specified in the bid conditions shall be payable.

**Signature of Tenderer with seal**



## TENDER DOCUMENT

**FINANCIAL BID / BILL OF QUANTITIES (BOQ)  
(COVER-B)**

**Name of the work:** Conducting Multi Beam bathymetric surveys with hull/side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personnel etc. all and providing signed survey charts and quantity computations for one year (2021-22) extendable for another year (2022-23) at the same rates, terms and conditions at discretion of DCI.

**Ref:** Tender No: MNG/OPS/SUR/09/2021-22 DATED 21-07-2021.

Sl. No.	Description of the item	Unit	Qty	Rate (Rs)		Total Amount (Rs) (Qty x Rate)
				(in figures)	(in words)	
1.	Conducting Multi Beam bathymetric surveys for all areas of NMPT as per requirement of NMPT including mobilization & de-mobilization of Survey Boat & Dinghy boat, equipments with crew including fuel & lubricants, Multi Beam Survey Equipments using frequency 200 to 220KHZ (DGPS, MBES Transducer (hull/side mounted), Motion sensor, Gyro compass, A0 plotters & printers including consumables, PC/laptops + accessories, UPS, generator, calibration, etc., deployment of Hydrographic Survey Team for processing, skilled Man Power (Surveyor & Technicians) and Final Bathymetric Chart (Plot / Print) and quantity computations, suitable RTK equipments, using Steel hull / FRP survey launch and dinghy boat), Multibeam survey software with hardlocks (HYPACK or standard survey software acceptable to the Engineer i.e., NMPT) in the required locations and provide charts in required numbers and quantity computations in soft copies on DVD/ Pen drive and hard copies etc., carrying out Lead line survey in front of berths and survey underneath pump house using dinghy boat, all as per requirements of DCI/NMPT and all inclusive excluding GST.					
	1. During operational days in all NMPT areas.	Day	120			
	2. During non-operational days	Day	60			
Total excluding GST						
GST (%)						
Total including GST (In figures)						
Total including GST (In words):						

**Note:**

- Operational days shall mean carrying out surveys in all dredging areas and dumping ground.
- Non-operational days shall include data processing, plotting charts, etc all other survey related works at office other than on-board survey.

**Signature of Tenderer with seal**

## TENDER DOCUMENT

**10. INTEGRITY PACT  
INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT**

1. As per GCC Clause 27 of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
2. Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- each, duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
  - i. The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper: "This stamp paper is an integral part of the Integrity Pact executed by us for [Insert the name of the package] Package and Specification Number [Insert Specification Number: package]
  - ii. In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:

"The IntegrityPact executed by us for [Insert the name of the package]Package and Specification Number [Insert Specification Number of the package] is enclosed herewith"
3. Bidders are required to clearly indicate the name of the packageand its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
4. All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
5. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.
6. The Bidder shall not change the contents of the Integrity Pact.
7. Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

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

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

**Signature of Tenderer with seal**

**TENDER DOCUMENT**

*(Before award of contract : To be submitted on company letter head with duly signed & stamped) After award of contract : To be executed on Rs.100/- non-judicial stamp paper in two sets)*

**INTEGRITY PACT**

Between

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

And

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

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract(s) for the tender No MNG/OPS/SUR/09/2021-22 DATED 21-07-2021. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s).

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

**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 Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or other benefit which he/she is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and fairness. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all 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.

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the execution of the contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personnel gain, or pass on 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

**Signature of Tenderer with seal**

**TENDER DOCUMENT**

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

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

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

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

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid security.
2. If the Principal has terminated the contract according to Section-3, the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5: Previous Transgression.**

1. The Bidder shall declare that no previous transgressions occurred in the last three years with any other company in any country confirming to the anti corruption approach or with any Public Sector Undertakings/Enterprises in India that could justify his exclusion from the tender process.
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 does not sign this Pact or violate its provisions.

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

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

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

1. The Principal appoints competent and credible Independent External Monitors (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all the project documents of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project

**Signature of Tenderer with seal**

**TENDER DOCUMENT**

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

**Section 9: Pact Duration**

1. This Pact begins when both parties have legally signed it. It expires for the Contractor 08 Months after the last payment under the contract, and for all other Bidders 08 months after the contract has been awarded.
2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged /determined by the Chairman of DCIL.

**Section 10: Other provisions.**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty/ Guarantee etc. shall be outside the purview of Monitors
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & On behalf of Principal)

(For & On behalf of Bidder/Contractor) (Office Seal)  
(Office Seal)

Place:  Date:	Witness 1 : (Name & Address)  _____ _____  Witness 2 : (Name & Address)  _____ _____
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**Signature of Tenderer with seal**