

**Dredging Corporation of India Limited
Visakhapatnam**

Sub: Request for Quotation for "Executing a capital dredging work at a port on East coast in South India" – **Corrigendum 2** - reg.

Ref: 1. RFQ No. DCI/MKTG/CAP-DREDGING/2019 Dt. 18.03.2019
2. Corrigendum no. 1, dated 12.04.2019

Reference is invited to the Tender invited by DCI vide NIT Dt. 18.03.2019 and pre bid meeting held on 01.04.2019. In this connection, all the bidders are hereby informed that the revised schedule for bid submission is as under:

Sl.	Ref.	Description	Revised Schedule Corrigendum 2
1.	Sl. No. 6- Section I of Notice Inviting Request for Quotation & Cl. No. 5.7 of RFQ	Last date for Receipt of RFQ	Upto 1500 hours on 22.05.2019
2.	Sl. No. 7- Section I of Notice Inviting Request for Quotation	Date & Time of Opening of Technical Bids	1530 hours on 22.05.2019

Pre bid clarifications shall be uploaded to the websites www.dredge-india.com and www.eprocure.gov.in shortly. Bidders are advised to submit their RFQ applications only after going through the Pre bid clarifications thoroughly.

All other terms and Conditions remain unaltered. Bidders are advised to visit tender websites regularly till the due date of submission of bid.


HOD (MKTG)

**Dredging Corporation of India Limited
Visakhapatnam**

Sub: Request for Quotation for "Executing a capital dredging work at a port in South India by deploying a combination of cutter suction dredger and trailer suction hopper dredger" – Corrigendum 1- reg.

Ref: EOI invited vide Ref No. DCI/MKTG/CAP-DREDGING/2019 Dt. 18.03.2019

Reference is invited to the Tender invited by DCI vide NIT Dt. 18.03.2019 and pre bid meeting held on 01.04.2019. In this connection, all the bidders are hereby informed that **the revised schedule of bidding is process is as under:**

Sl.	Ref.	Description	As per Tender invited vide NIT Dt. 18.03.2019	Revised Schedule Corrigendum 1
1.	Sl. No. 6 Section I of Notice Inviting Request for Quotations & Cl. No. 5.7 of RFQ	Last date for Receipt of EOI	Up to 1500 Hrs, 15.04.2019	Up to 1500 hours on 22.04.2019
2.	Sl. No. 7 Section I of Notice Inviting Request for Quotations	Date & Time of Opening of Technical Bids	1530 hours on 15.04.2019	1530 hours on 22.04.2019

Pre bid clarifications shall be uploaded to the websites www.dredge-india.com and www.eprocure.gov.in shortly. Bidders are advised to submit their RFQ applications only after going through the Pre bid clarifications thoroughly.

All other terms and Conditions remain unaltered. Bidders are advised to visit tender websites regularly till the due date of submission of bid.


HOD (MKTG)



DREDGING CORPORATION OF INDIA LIMITED

**REQUEST FOR QUOTATION (RFQ) FOR
"EXECUTING A CAPITAL DREDGING WORK AT A PORT ON
EAST COAST IN SOUTH INDIA"**

**'Dredge House' Port Area,
Visakhapatnam - 530 001 (A.P)
Telephone: +91-891-2871312
Fax: +91-891-2791802**

Dredging Corporation of India Limited
 "Dredge House", Port area, Visakhapatnam-530001, A.P., India
 Phone: +91 891 2871312, Fax: +91 891 2791802

SECTION-I

(NOTICE INVITING REQUEST FOR QUOTATIONS)

Sealed Tenders are invited in three covers system (i.e.) Cover-A "Document Fee, Earnest Money Deposit and Integrity Pact", Cover-B "RFQ application with all enclosures" and Cover- C "Price Bid" by DREDGING CORPORATION OF INDIA LIMITED, DCI HEAD OFFICE, Visakhapatnam from reputed firms for "Executing a capital dredging work at a port in South India by deploying a combination of cutter suction dredger and trailer suction hopper dredger

1.	Name of Works	: Request for Quotation for "Executing a capital dredging work at a port in South India by deploying a combination of cutter suction dredger and trailer suction hopper dredger"
2.	Period of Contract	: Approximately 7 Months
3.	Mobilization Period	: 45 days from the date of notification of award
3.	Earnest Money Deposit	: Rs 1,92,50,000/- (Rupees One Crore Ninety Two Lakh Fifty Thousand only) by way of Bank Guarantee encashable at Visakhapatnam, India
4	Issue of Tenders	: 18.03.2019 to 15.04.2019 up to 1500 Hrs at websites www.dredge-india.com & www.eprocure.com
5	Pre Bid Meeting	: 01.04.2019 @ 1100 hours at office of DCI- Dredge House, Port Area, Visakhapatnam (queries to be sent by 29.03.2019 to hodmktg@dcil.co.in)
6	Last date of receipt of Tenders	: 15.04.2019 up to 1500 Hrs. To be dropped in Marketing tender box at 4 th floor, DCIL HO, Dredge House, Visakhapatnam- 530035
7	Opening of Techno-Commercial Bids	: 15.04.2019 @ 1530 Hrs. in the Tender Room, Ground Floor, DCIL HO, Dredge House, Visakhapatnam- 530035
8	Cost of Tender Documents	: Rs. 5,000/- plus taxes (Rupees Five Thousand plus taxes only) (Non-refundable) by way of NEFT/ RTGS/ Demand Draft
9	Account Details for DCI	: Dredging Corporation of India Ltd

	for Online NEFT/ RTGS Payments	A/c No. 35832070000014 IFSC Code: SYNB0003583 Bank Name: DCIL branch, Syndicate Bank SWIFT CODE: SYNBINBB032 MICR Code: 530025003
10	Address for Submission of Bids and Correspondence	: HOD (Marketing) Dredging Corporation of India Ltd Dredge House, Port Area VISAKHAPATNAM-530001

Minimum Eligibility Criteria:

- i. The firm should be in the business of dredging/ Chartering of Dredgers/ Dredger Operations, for at least 7 (Seven) years.
- ii. The firm should be a single entity and consortiums are not allowed.
- iii. The firm should have annual average turnover for the last three financial years of at least INR 115.5 Crores (or equivalent in foreign currency).
- iv. Net worth should be at least INR 200 crores or equivalent for the FY 2017-18.
- v. Should own/ Hire Cutter Suction Dredger with minimum 2500 Kw Cutter power capable of dredging in sandstone/ Limestone/ Calcernite with UCS varying from 4 to 63 MPa.
- vi. Should own/ Hire Trailer Suction Dredger with minimum 7000 Cum Hopper Capacity and with dragheads not less than 20 Tonne capable of Dredging in Sand value of SPT value varying from N=6 to N=refusal.
- vii. Must have successfully completed during the last 7 years at least one dredging work involving dredging in Rock with the rock strength more than 60 MPa by deploying CSD.
- viii. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
 - a. Three similar completed works costing not less than Rs. 154.00 Crore or equivalent (or) Quantity not less than 1.68 M cum
(or)
 - b. Two similar completed works costing not less than Rs. 192.50 Crore or equivalent (or) Quantity not less than 2.1 M cum
(or)
 - c. One similar completed works costing not less than Rs. 308.00 Crore or equivalent (or) Quantity not less than 3.36 M cum

Similar works means Dredging the soil/hard material involving with at least 25% rock quantity in the total dredged volume shall be dredged by value or quantity

- * Bidder to submit documentary evidence to substantiate fulfilling the above eligibility criteria at i to viii above

The detailed NIT and complete Tender Document are hosted on the websites www.eprocure.gov.in, www.dredge-india.com. Interested parties may download the documents from above websites. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

Dredging Corporation of India Ltd. reserves the right to:

1. Accept or reject any or all RFQ without assigning any reason whatsoever.
2. Cancel the RFQ at any stage without assigning any reason.
3. Accept the RFQ in whole or part.
4. Reject the RFQ received with counter conditions.

Interested eligible Tenderers may submit their RFQ applications to the following address:

Head of the Department (Marketing)
DREDGING CORPORATION OF INDIA LTD.
"DREDGE HOUSE", PORT AREA,
VISAKHAPATNAM-530 001.
ANDHRA PRADESH (INDIA)
TELEPHONE NO. 0891- 2871312/ 241
FAX: 0891 – 2550851, 2560581, 2565920

Head of the Department (Marketing)

Dredging Corporation of India Limited
(A Govt. of India undertaking)
"Dredge House", Port area, Visakhapatnam-530001, A.P., India
Phone: +91 891 2871312, Fax: +91 891 2791802

**REQUEST FOR QUOTATION FOR "EXECUTING A CAPITAL DREDGING WORK AT A
PORT IN SOUTH INDIA"**

1. Introduction

1.1. Dredging Corporation of India Limited, Visakhapatnam (DCI) was established during the year 1976 to promote Dredging, Land Reclamation, Beach Nourishments and Marine services to Major ports, Minor ports, Navy and other Maritime organizations in India. The Corporate office is situated at Visakhapatnam in Andhra Pradesh, India.

1.2. DCI has successfully undertaken several Capital dredging, Land reclamation projects and has been carrying out annual Maintenance dredging of Major and Minor ports in India, Indian Navy and Shipyards since its formation. Presently the dredging fleet consists of 11 Trailer suction hopper dredgers, 2 Cutter suction dredgers, 1 Inland Cutter suction dredger and 1 Backhoe Dredger. Trailer Suction hopper dredgers and cutter suction dredgers are capable of dredging up to 25 meter depth and comparable to the best in the world. DCI till day stands as India's premier organization in dredging and land reclamation projects.

1.3. In addition to the most sophisticated dredging fleet, DCI has in its fold Senior, Master Mariners, Marine/ Mechanical/ Civil engineers backed by vast experience in the field of dredging and reclamation works. All our dredgers are provided with most modern electronic equipment for position fixing, production monitoring etc. for effective dredging operations. DCI is also equipped with computer systems with integrated data processing facility for communicating with the projects located in different Projects.

1.4. **DCI is in process of securing a Rock Dredging Project ("Project") from one of its clients and intends to shortlist/ qualify reputed dredging firms who are having capital dredging experience in hard soil and rock with their own /hired equipment, to carry out the said dredging work under monitoring of DCI.**

1.5. **However, the bidders have to be informed that the work shall be awarded to qualified firm only if DCI's client has agreed to carryout the work through DCI.**

2 Scope of dredging work

2.1. Scope of Work :

Total Quantity to be Dredged : 4.2 Million Cum

Depths to achieve in Docks : 15.5 M

Depths to achieve in Outer Channel : 16.5 M

Soil/hard Soil quantity to be dredged : 3.5 M cum (SPT Vary from N=6 to N= Refusal)

Rock quantity to be dredged : 0.7 M cum (Strength of Rock Vary from 4.5 M Pa to 62.23 M pa)

Time period for completion : 7 Months

* Above quantities are tentative and shall be finalised before commencement of work.

2.1. Dredgers required to be deployed :

2.1.1. Cutter Suction Dredger with minimum cutter power 2,500 kw for Dredging and Reclamation/ Shore pumping of 7,00,000 Cum of Rock

2.1.2. Trailer suction Hopper dredger with hopper capacity of 7000 cum and minimum 20 T dragheads for Dredging and Sea Dumping of 35,00,000 Cum of Soil/ Hard material

2.1.3. In case of breakdown, the contractor is expected to mobilize additional resources to complete the work without time or cost overruns.

2.2. Disposal Locations :

2.2.1. For CSD within 1 to 3 Km from Dredging location

2.2.2. For TSHD Min 1 Km to Max.10 Km, average around 5 Km

2.3. Mobilization and De-Mobilization Period:

Dredgers(s) shall reach the Project site within 45 days from the date of notification of Award of work and shall be de-Mobilized within 15 days from the date of completion of the project.

2.4. material data:

Sl. No.	Area	Material	SPT Value	UCS Value
1	Inner Docks	Gravel, shells, rock fragments, Sand, clay and silt	N=6 to N=R	-
		Limestone, Calcernite and Sandstone	-	16.94 MPa to 16.59 MPa
2	Outer channel	Sand, shells, gravels and rock fragments	N=19 to N=R	-

		Sandstone	-	8.16 MPa to 62.23 Mpa
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3. REQUEST FOR QUOTATION

- 3.1. RFQ has been called to identify suitable Dredging Company with experience in Capital Dredging works Including Rock Dredging for execution of Capital Dredging at one of the east coast port in South India under project monitoring of DCI.
- 3.2. The qualified firm shall execute the said capital dredging work under the monitoring of DCI who will be the PMC for the project. In this regard, DCI will enter in to a separate agreement with the qualified firm and who have given the competitive rate for executing the work. **The work shall be awarded to qualified firm only if DCI's client has agreed to carry out the same through DCI.**
- 3.3. In this connection an advertisement has been published online at www.dredge-india.com & www.eprocure.gov.in inviting interested parties to submit their RFQ application for execution of a Capital dredging at a port in South India. Following is the eligibility criteria set for qualification.

4. Preliminary Eligibility Criteria

- 4.1. Following technical and financial criteria must be satisfied

A	Technical Capacity	<ul style="list-style-type: none"> i. The firm should be in the business of dredging/ Chartering of Dredgers/ Dredger Operations, for at least 7 (Seven) years. ii. The firm should be a single entity and consortiums are not allowed. iii. Should own/ Hire Cutter Suction Dredger with minimum 2500 Kw Cutter power capable of dredging in sandstone/ Limestone/ Calcernite with UCS varying from 4 to 63 MPa. iv. Should own/ Hire Trailer Suction Dredger with minimum 7000 Cum Hopper Capacity and with dragheads not less than 20 Tonne capable of Dredging in Sand value of SPT value varying from N=6 to N=refusal. v. Must have successfully completed during the last 7 years at least one dredging work involving dredging in Rock with the rock strength more than 60 MPa by deploying CSD. vi. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: <ul style="list-style-type: none"> a. Three similar completed works costing not less than Rs. 154.00 Crore or equivalent (or) Quantity not less than
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		<p>1.68 M cum</p> <p>(or)</p> <p>b. Two similar completed works costing not less than Rs. 192.50 Crore or equivalent (or) Quantity not less than 2.1 M cum</p> <p>(or)</p> <p>c. One similar completed works costing not less than Rs. 308.00 Crore or equivalent (or) Quantity not less than 3.36 M cum</p> <p>* Similar works means Dredging the soil/hard material involving with at least 25% rock quantity in the total dredged volume shall be dredged by value or quantity</p>
B	Financial Capacity	<p>i. The firm should have annual average turnover for the last three financial years of at least INR 115.5 Crores (or equivalent in foreign currency).</p> <p>ii. Net worth should be at least INR 200 crores or equivalent for the FY 2017-18.</p>

- Note: i. Bidder shall substantiate their experience as stipulated at 4.1 A & B by way of submitting the relevant documentary evidences to fulfil above eligibility criteria
- ii, In case of Hiring of Dredgers, bidder shall submit an irrevocable letter of Authority from the Owner of Dredger that the dredger shall be made available to Employer till completion of the Project.
- i. Bid without relevant documentary evidences, shall not be considered For evaluation

5. SUBMISSION OF REQUEST FOR QUOTATION

- 5.1. Interested firms are requested to go through the RFQ documents in detail, before filling up the RFQ documents, enclosing relevant supporting documents/information and giving their complete details. The documents should be strictly as per the RFQ document and no editing, addition, deletion or modification of the RFQ document as hosted on website is permitted. If such action is observed at any stage, such RFQ will not be considered and will be entirely rejected.
- 5.2. For the purposes of this Transaction, the potential Firm shall ascertain the applicability of all Indian laws and shall ensure compliance with the same.
- 5.3. Firms are requested to submit their RFQ document so as to reach the office mentioned in the RFQ document on or before the time and date mentioned therein. Addendum, modification, in the event of changes in the time schedule, Dredging Corporation of India Limited shall notify the same only through www.dredge-india.com and www.eprocure.gov.in. Interested parties are advised

to check the website regularly for corrigenda/ addenda if any, which will be published only in the website.

- 5.4. DCI will not be responsible for postal or courier delays, if any, in receipt of the RFQ documents. The RFQ documents received after the closure of the time and date are liable to be rejected.
- 5.5. A pre bid meeting will be conducted on **01.04.2019 at 11.00 hrs in our Head office building "Dredge house", Visakhapatnam**. In this regard all interested parties shall forward their queries on or before 29.03.2019 by 17.00 hrs to the Email address hodmktg@dcil.co.in so as to clarify the same
- 5.6. The RFQ process shall be governed by, and construed in accordance with, the laws of India and the Courts at Visakhapatnam shall have exclusive jurisdiction overall disputes arising under, pursuant to and/ or in connection with the RFQ process.
- 5.7. Interested bidders/ tenderers shall submit the RFQ duly completed should be submitted not later than **15:00 hours on 15.04.2019** in a sealed envelope super scribed **"CONFIDENTIAL- REQUEST FOR QUOTATION FOR EXECUTION OF A CAPITAL DREDGING WORK AT A PORT IN SOUTH INDIA"** at the following address:

Mr. V. K. Praviraj
Head of Department (Marketing)
Dredging Corporation of India Limited
"Dredge House", Port Area,
Visakhapatnam - 530 001
Phone +91 - 891 – 2871312
Fax +91 - 891 - 2791802
Email: hodmktg@dcil.co.in

- 5.8 The RFQ application submitted in a sealed cover as above shall consist three sealed covers as under:
 - a. **Cover A** –Tender document Fee , Earnest Money Deposit and signed Integrity Pact
 - b. **Cover B** –
 - Expression Letter –as per Annexure 1
 - RFQ document signed & stamped on each page,
 - Request for Qualification as per Annexure 2
 - Statement of Legal Capacity provided as per Annexure 3
 - Security clearance
 - Documentary evidence for meeting the eligibility criteria
 - Owner ship and class certificates of Dredgers

- Irrevocable letter from Owners for hiring the dredger throughout the charter period
- Insurance certificates of the Dredgers
- Technical Specifications of the Dredgers
- Security clearance
- other details as required

c. **Cover C** – Price Bid/ Bill of Quantities

6. Tender Document Fee & Earnest Money Deposit:

- 6.1. The RFQ application shall be accompanied by non refundable tender Document Fee of Rs. 5,000 /- plus taxes by way of NEFT/ RTGS / Demand Draft. The Bank account details of DCI are as under :

Dredging Corporation of India Ltd,
A/c No. 35832070000014,
IFSC Code: SYNB0003583
SWIFT Code: SYNBINBB032
MICR Code : 530025003
Bank Name: DCIL branch, Syndicate Bank

- 6.2. The Tenderer shall furnish, the Earnest Money Deposit by the way of **Bank Guarantee** for an amount of **Rs. 1,92,50,000 /-**(Rupees One Crore Ninety Two Lakh and Fifty Thousand only). Bank Guarantee shall be obtained in favour of Dredging Corporation of India Limited and shall be unconditional, irrevocable drawn from any Scheduled or Nationalized Indian Bank encashable at Visakhapatnam. The same should be attached with the tender and placed in "Cover-A". The Earnest Money Deposit shall not carry any interest.
- 6.3. EMD shall be valid till 45 days beyond the RFQ validity period. Unsuccessful bidders' earnest money deposit will be returned as promptly as possible, but not later than sixty (60) days after the expiration of the period of RFQ.
- 6.4. The earnest money deposit may be forfeited:
- (a) If a Bidder:
- (i) Withdraws its RFQ application during the period of RFQ validity, or
- (b) In case of a successful Bidder, if the Bidder fails:
- (i) To execute the contract agreement in accordance with **DCI**
 - (ii) To furnish Performance Guarantee

6.5. RFQ application not accompanied by tender document fee and Earnest money deposit will be rejected by the DCI as non-responsive.

7. Validity of EOI application:

The RFQ bidder should keep open the validity of the EOI application for 180 days from the date of opening of RFQ. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by Email/phone/letter/Fax by DCI is made before the expiry of the initial validity period of 120 days stated above. Should any bidder/ Owner withdraw his tender before validity period, EMD submitted by the bidder/ Owner shall be forfeited automatically without prejudice to the other rights of DCI.

8. Bid Prices

8.1. The Bidder/ Owner shall indicate the Price as per BOQ attached in Separate Cover C. Cover C of those firms who are meeting the eligibility criteria shall only be opened. The bidder/ owner should not indicate the prices anywhere directly or indirectly in Cover A or Cover B. Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid should not contain any conditions. Conditional tenders are liable for summary rejections.

8.2. Prices shall be quoted in Indian Rupees only.

9. Performance Guarantee:

Within Thirty (30) days of the receipt of notification of award from the DCI, the successful Bidder/ Owner shall furnish the Performance Guarantee in accordance with the Conditions of Contract in Form V, in the Performance Guarantee Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement **shall** constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

10. Taxes and Duties

The bidder/ Owner shall ascertain and pay all taxes, levies, duties, etc. excluding GST which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of EOI application in respect of or in accordance with the execution of contract.

The Rate quoted in cover C shall be including of all such taxes except for GST which shall be reimbursed upon submission of Documentary evidence of payment.

11. Payments:

Bidders to understand the payments shall be released once the same are received from the DCI's Client. However, efforts shall be made to release payments within 15 days from date of certifications of bills by DCI.

- a. The contractor to raise Mobilization bills after equipment reaching port. Payments shall be released within 21 days from the date of certification of invoice by DCI or within 7 days from release of payment by DCI's client whichever is later.
- b. Dredging/ Reclamation bills shall be raised on monthly basis. DCI shall release the payments within 15 days from the date of certification of invoice by DCI or within 7 days from release of payment by DCI's client whichever is later.
- c. The Final bill shall be released within 28 days from the date of certification of invoice by DCI or within 7 days from release of payment by DCI's client whichever is later.
- d. The contractor to raise De-Mobilization bills after equipment reaching port. Payments shall be released within 21 days from the date of certification of invoice by DCI or within 7 days from release of payment by DCI's client whichever is later.
- e. Payments shall be made only in Indian Rupees.

12. Integrity Pact(IP)

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

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

13. Enquiries

DCI reserves the right, in their sole discretion, not to respond to any questions raised or provide clarifications sought, if considered inappropriate or prejudicial to do so. Nothing in this section shall be taken or read as compelling or requiring DCI to respond to any question or provide any clarification. No extension of any time and date referred to in this Invitation will be granted on the basis or grounds that DCI has not responded to any question or provided any clarification.

General Terms and Conditions:

14. DCI reserves the right to terminate or alter the process at any stage, without prior notice or assigning any reasons thereof, and without incurring any liability in respect thereof
15. No oral modification or interpretation of any provisions of this RFQ shall be valid. Written communication shall be issued by DCI when changes, clarifications or amendment to the RFQ document is deemed necessary by DCI at its sole discretion.
16. This Invitation along with its enclosures does not constitute any commitment on the part of DCI. Furthermore, this invitation confers neither any right nor expectations to any party to participate in the said process. Further, this process would be in accordance with the provisions of the Articles of Association of DCI
17. DCI reserves the right to withdraw from the processor any part thereof without assigning any reason whatsoever. No liability whatsoever shall accrue to DCI in such an event.
18. This notice of RFQ is being issued with no financial commitment and the DCI reserves the right to change or vary any part thereof at any stage.
19. DCI shall not consider for the purpose of qualification, an RFQ, which is found to be incomplete in content and/or attachments and/or authentication, etc.
 - 19.1. Without prejudice, a sole firm may be disqualified and its RFQ dropped from further consideration for, but not limited to, any of the reasons listed below:
 - misrepresentation by the potential firm during or after completion of RFQ process; or
 - failure by the parties mentioned above to provide necessary and sufficient information required to be provided in the RFQ; or
 - Parties convicted by a Court of law
 - Parties against whom any adverse order has been passed by a regulatory authority that casts a doubt on the ability of the party to manage dredging works.
 - 19.2. The interested party(ies) are therefore required to read the Guidelines and satisfy themselves that they are qualified as per the Guidelines and give an undertaking

to the effect that they are qualified. Further, interested parties would be required to provide certain information on the criteria, laid down in the Eligibility Guidelines along with their RFQ. The interested party(ies) shall be required to provide with their RFQ an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its chief executive officer ("CEO") or any of its Directors / Managers / employees, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of DCI.

- 19.3. If an information becomes known which would have entitled DCI to reject or disqualify the interested party(ies), DCI reserves the right to reject such interested party(ies) at any time after such information becomes known to DCI.
 - 19.4. The sole interested Firm not satisfying the eligibility and requisite qualification criteria specified in the above sections are not eligible. It must be noted that the sole interested Firm must be eligible, as per the criteria mentioned above, on the date of submission of the RFQ and shall continue to be eligible throughout the process.
20. The interested parties shall submit their RFQ duly signed by the authorized signatory. The Bid shall be valid for a period of 180 days from the last date of submission of bids.
21. The RFQ as given in Annexure 2 shall be duly filled in and accompanied by the following documents:
- 21.1. Audited Balance Sheet and Profit & Loss Account of the sole interested Firm as approved by the Board of Directors for the last 3 financial years.
 - 21.2. List of Dredging Contracts carried out in the last seven years and the contact persons in the customer organizations along with their contact particulars.
 - 21.3. Copy of registration / incorporation certificate.
 - 21.4. List of branches / offices including the nature of presence (Joint Venture, Subsidiary, Branch Office)
 - 21.5. List of Rock Dredging works and the size of projects carried out in the last Seven years.
 - 21.6. Details of litigation and/or legal/ statutory enquiry if any, including litigation against DCI.
 - 21.7. Any other information considered material.
 - 21.8. Statement as regards any indictment by any income tax, sales tax, customs and excise authorities.
22. The RFQ and all documents submitted along with it must be in English, wherever such documents are not in English, the RFQ and / or the documents should be accompanied by a translated version duly certified by the authorized person signing the RFQ. Each copy of the RFQ shall be bound in separate volumes.

23. The RFQ submitted by interested parties shall be evaluated on the basis of the criteria specified in the Preliminary Eligibility Criteria, the RFQ submitted, public sources of information and the Disqualifications in this document. If at any time during the evaluation process, DCI require any clarifications, they reserve the right to request such information from the interested party(ies) and such interested party(ies) shall be obliged to provide the same forthwith.
24. Notwithstanding anything contained in this RFQ, DCI reserves the right to accept or reject any Application and to annul the RFQ process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
25. The interested Firm shall bear all costs associated with the preparation and submission of the EoI. DCI shall not, under any circumstances, be responsible or liable for any such costs, whether direct, incidental or consequential.

26. Governing Laws/Jurisdiction:

The RFQ process shall be governed by, and construed in accordance with, the laws of India and the Courts at Visakhapatnam shall have exclusive jurisdiction overall disputes arising under, pursuant to and / or in connection with the RFQ process.

27. Arbitration

Should any dispute or difference arises between the DCI and the selected firm in connection with the MOU, or as to the rights and liabilities of the parties hereto, it 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.

The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof. The 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.

28. Inspection of Dredgers

DCI at its discretion during the RFQ process, may request tenderer for allowing inspection of the Proposed Dredger(s) to assess the condition and working of vessel(s). The tenderer shall allow DCI's representatives to inspect the vessel. The present location and contact person details for vessel inspection to be provided along with the EOI.

PRICE-BID

BILL OF QUANTITIES

Sub:-Request for Quotation for “Executing a capital dredging work at a port in South India by deploying a combination of cutter suction dredger and trailer suction hopper dredger” -Reg

Sno	Description of Activity	Unit	Quantity	Rate (₹)	Amount (₹)
1	Mobilisation of Cutter Suction Dredger with Minimum 2500 Kw Capacity along sufficient Shore Pipeline, Floating Pipeline and all ancillaries required to complete the project within scheduled time to a port on east coast of South India	LS	1		
2	Mobilisation of Trailer Suction Hopper Dredger with Minimum 7000 Cum hopper capacity and 20 Tonne dragheads along with all ancillaries required to complete the project within scheduled time to a port on east coast of South India	LS	1		
3	Capital Dredging of Rock Material to achieve 15.5 M CD in Dock area and 16.5 M CD in Outer channel of a port and Reclamation/ Shore Pumping the material to designated location within 3 Km from the Dredging Locations	Per Cum	7,00,000		
4	Capital Dredging in all types of Hard Material to achieve 15.5 M CD in Dock area and 16.5 M CD in Outer channel and Sea dumping the material at Designated Dumping location of max	Per Cum	35,00,000		

	10 Km, (average=5 Km)				
5	De-Mobilisation of Cutter Suction Dredger with Minimum 2500 Kw Capacity along sufficient Shore Pipeline, Floating Pipeline and all ancillaries	LS	1		
6	De-Mobilisation of Trailer Suction Hopper Dredger with Minimum 7000 Cum hopper capacity and 20 Tonne dragheads along with all ancillaries	LS	1		
	TOTAL				
7	Idle time charges for Cutter Suction Dredger	Per hour	10		
8	Idle time charges for Trailer Suction Hopper Dredger	Per Hour	10		
Optional Items					
9	Deployment of Cutter Suction Dredger with Minimum 2500 Kw Capacity along with all Pipeline and ancillaries on Day rate Basis for Dredging Rock at other areas with a minimum assured production of 10,000 Cum per day and shore pumping the material within 3 Km from dredging location	Day Rate or prorata	30		
10	Deployment of Trailer Suction Hopper Dredger with Minimum 7000 Cum hopper capacity and 20 Tonne Dragheads along with all ancillaries on Day rate Basis for Dredging at other	Day Rate or prorata	30		

	areas with a minimum assured production of 17,000 Cum per day and Sea Dumping the material within distance of 10 Km from the Dredging location (Average 5 Km distance)	e			
--	--	---	--	--	--

Notes:

1. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
2. It is mandatory to quote for each item of BOQ. Bid shall not be considered for evaluation in case if any of items is left blank.
3. Rates inclusive of all taxes excluding GST
4. All running and maintenance expenses for dredgers including fuel, crew wages, insurances , repairs , spares for the survey equipment , accessories , watch and ward , jetty charges if any etc or any other expenditure for operating and maintenance etc. shall be on tenderer's account.
5. Only Sl No. 1 to 6 of BOQ shall be used for evaluation of price.

Expression Letter- Request for Quotation

(To be forwarded on the letter head of the sole interested Firm submitting the RFQ)

Reference No. _____

Date _____

To

The Head of Department (Marketing)
Dredging Corporation of India Limited
"Dredge House", Port Area,
Visakhapatnam - 530 035
Phone +91 - 891 - 2871312
Fax +91 - 891 -2791802
Email: hodmktg@dcil.co.in

Sub: INVITATION OF "REQUEST FOR QUOTATION FOR EXECUTION OF A CAPITAL DREDGING WORK AT A SOUTH INDIAN PORT"- Reg

Sir,

- 1) This is with reference to the advertisement dated _____ inviting Request for Quotation for **"REQUEST FOR QUOTATION FOR EXECUTION OF A CAPITAL DREDGING WORK AT A SOUTH INDIAN PORT"-**, we have read and understood the contents of the Invitation of Request for Quotation (Invitation) and are desirous of entering into Agreement/ MoU with DCI, and for this purpose:
- 2) We propose to submit our RFQ in individual capacity as _____ (insert name)
- 3) We believe that our firm satisfies the eligibility criteria set out in the Invitation for RFQ.
- 4) We certify that as regards matters other than security and integrity of the country, we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to associate with a public sector unit or which relates to a grave offence that outrages the moral sense of the community.
- 5) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.
- 6) We further certify that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our CEO or any of our directors / managers / employees.
- 7) We undertake that in case, due to any change in facts or circumstances during the pendency of the process, we are attracted by the provisions of disqualification in terms of

the Invitation and/or such other communication as may be addressed to us by DCI we would intimate DCI of the same forthwith.

8) The Statement of Legal Capacity and Request for Qualification as per formats indicated hereinafter, duly signed by us, satisfy the eligibility criteria, are enclosed.

We shall be glad to receive further communication on the subject.

Yours faithfully,

Authorized Signatory

For & on behalf of the Party.

Enclosure:

1. Request for Qualification (Annexure 2)
2. Statement of Legal Capacity (Annexure 3)
3. Integrity Pact (annexure 4)

ANNEXURE 2

Request for Qualification

(To be submitted in respect of interested party)

Name of the interested Party(ies) _____

1. Constitution (Tick, wherever applicable)

- i) Public Limited Company
- ii) Private Limited Company
- iii) Others, if any (Please specify)

2. Sector (Tick, wherever applicable)

- i) Public Sector
- ii) Joint Sector
- iii) Others, if any (Please specify)

3. Details of Shareholding

4. Nature of business/products dealt with:

5. Date & Place of incorporation:

6. Date of commencement of business:

7. Full address including Phone No./Fax No/e-mail.:

- i) Registered Office:
- ii) Head Office:

8. Address for correspondence:

9. The Audited Balance Sheets and the Profit & Loss Accounts as approved by the Board of Directors for the last 5 financial years is attached. Also attached is a certificate from the chartered accountant/auditor certificate, certifying the Net Worth according to the latest audited financial statements as approved by the Board of Directors.

10. List of Dredging works carried out in the last seven years and the contact persons in the customer organizations along with their contact particulars.

11. Annual billing of Dredgingworks during last three years in aggregate certified by the statutory auditors.

12. Copy of registration / incorporation certificate.

13. List of branches / offices in India and abroad

14. List of offices in various countries including the nature of presence (Joint Venture, Subsidiary, Branch Office) and the name of local partners, if any

15. List of Rock Dredging works carried out (and their respective project size) in the last 7 years including client details.

16. Please provide details of all contingent liabilities that, if materialized, would have or would reasonably be expected to have a material adverse affect on the business, operations (or results of operations), assets, liabilities and/or financial condition of the Company, or other similar business combination or transaction.

17. Contact Person(s):

i) Name:

ii) Designation:

iii) Phone No.:

iv) Mobile No.:

v) Fax No.:

vi) Email:

18. Please find attached the relevant information pursuant to Clause 10 at page 9 & 10 of the Expression of Interest.

Yours faithfully,

Authorized Signatory
For & on behalf of the (party)

Place:

Date:

Note: Please follow the order adopted in the Format provided. If the interested party is unable to respond to a particular question / request, the relevant number must nonetheless be set out with the words "No response given" against it.

Statement of Legal Capacity

(To be forwarded on the letter head of the interested party submitting the RFQ).

Reference No. _____

Date _____

To
The Head of Department (Marketing)
Dredging Corporation of India Limited
"Dredge House", Port Area,
Visakhapatnam - 530 035
Phone +91 - 891 - 2871312
Fax - 91 - 891 - 2791802
Email: hodmktg@dcil.co.in

Sub: Invitation of "REQUEST FOR QUOTATION FOR EXECUTION OF A CAPITAL DREDGING WORK AT A SOUTH INDIAN PORT"-"

Sir,

This is with reference to the advertisement dated _____ inviting Request for Quotation for Execution of A Capital Dredging work at a south Indian Port.

We have read and understood the contents of the Invitation and the advertisement and pursuant to this hereby confirm that:

We satisfy the eligibility criteria laid out in the Invitation and the advertisement.

We have agreed that _____ (insert individual's name) will act as our representative on our behalf and has been duly authorized (vide board resolution dated **) to submit the RFQ. Signatures of (insert individual's name) are attested herein below. Further, the authorized signatory is vested with requisite powers to furnish such letter and Request for Quotation and authenticate the same.

Further, the authorized signatory is vested with requisite powers to furnish such letter and Request for Quotation and authenticate the same.

Yours faithfully,

For and on behalf of (party)

Authorized Signatory

Signatures of _____ (insert individual's name) Attested

Attested

Authorized Signatory

For and on behalf of (party)

**Strike off whichever clause is not applicable*

***Please attach a certified true copy of the extract of the relevant board resolution.*

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To
Head of the Department (Marketing)
The Dredging Corporation of India,
Dredge House, Port Area,
Visakhapatnam – 530 001.

WHERE AS(hereinafter) called "the Tenderer" has submitted its Expression of Interest datedfor the (name of work).....(hereinafter called "the Work") in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam – 530 001 hereinafter called the "CORPORATION".

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

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

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his EOI
 - (a) during the period of EOI validity specified in the EOI,
 - or
 - (b) Having been notified of the acceptance of his EOI by the Corporation during the period of Tender Validity.
2. Fails or refuses to sign on duplicate of work order/ Agreement, if required or
3. Commence the work as per the Letter of Intent or Work Order or Agreement

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.....(Rupeesonly) and will remain in force up to 120 days from the date of opening of Third 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 of2019

For

.....

(Indicate Name of the Bank)

3. FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

(IN LIEU OF SECURITY DEPOSIT)

Bank Guarantee No.

Date

To

Dredging Corporation of India Limited

.....

.....

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the "DCI") having agreed to exempt M/s having its Registered Office at(herein after called the said "Contractor" from the demand under the terms and conditions of an Contract / Work Order datedmade between DCI and Contractor for(herein after called the said "Agreement"), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for

..... only), we(hereinafter referred (indicate the name of the Bank) to as "the Bank" at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We, (Indicate the name of Bank)do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such

demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding(say.....only)

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

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

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

7. We, lastly undertake not to (indicate name of the Bank) revoke this guarantee during its currency except with the previous consent of the DCI in writing.

8. This guarantee will remain in force until All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to.(..... Only).

Dated theday of2018.

INTEGRITY PACT

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

And

_____ (*Indicate firm name*) hereinafter referred to as 'The Bidder/Contractor'

Preamble:

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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 persons or firm, offer promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.

This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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 transgression through a violation of Section2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/

Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the " Guidelines on Banning of business dealings "is annexed and marked as Annex-B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) 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, or if 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 declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anticorruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

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

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

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

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

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

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

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

Section 8: Independent External Monitor/ Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent he 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 Managing Director, DCIL.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties Offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Managing Director, DCIL within 8 to10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors on the DCIL Board.
8. If the Monitor has reported to the Managing Director DCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director DCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor would include both singular and plural'.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

(For& on behalf of the Principal)

(Office Seal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place_____

Date_____

Witness2: _____

(Name & Address) _____

Witness2: _____

(Name & Address) _____

Annexure A to Integrity Pact

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with DCI shall apply for registration in the prescribed Application-Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by DCI.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by DCI in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be

paid by DCI in India in equivalent Indian Rupees on *Integrity Pact* satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by DCI. Besides this there would be a penalty of banning business dealings with DCI or damage or payment of a named sum.

Annexure B to Integrity Pact

GUIDELINES ON BANNING OF BUSINESS DEALINGS

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1. Introduction

- 1.1. Dredging Corporation of India Limited (DCI), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of the Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. DCI has also to safeguard its commercial interests. DCI deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of DCI to deal with Agencies who commit deception, fraud or exercise of coercion or undue influence or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on DCI to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1. The General Conditions of Contract (GCC) of DCI generally provide that DCI reserves its rights to remove from list of approved suppliers/contractors or to ban business dealings if any Agency has been found to have committed misconduct, violation of any law or any term of the agreement and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2. Similarly, in case of sale of material there is a clause to deal with the Agencies/customers/buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3. However, absence of such a clause does not in any way restrict the right of Company (DCI) to take action/decision under these guidelines in appropriate cases.
- 2.4. The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5. These guidelines apply to all the Departments/Offices and subsidiaries of DCI.
- 2.6. It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.
- 2.7. The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) '*Party/Contractor/Supplier/Purchaser/Customer*' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons

- engaged in any commerce, trade, industry, etc. *'Party/ Contractor/ Supplier/ Purchaser/ Customer'* in the context of these guidelines is indicated as *'Agency'*.
- ii) *'Inter-connected Agency'* shall mean two or more companies having any of the following features:
- a. If one is a subsidiary of the other.
 - b. If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c. If Management is common;
 - d. If one owns or controls the other in any manner;
- iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:
- a. For Company (entire DCI) Wide Banning The Executive Director – SBU in charge of Procurement shall be the *'Competent Authority'* for the purpose of these guidelines. Managing Director, DCI shall be the *'Appellate Authority'* in respect of such cases.
 - b. In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach DCI Board as Second Appellate Authority.
 - c. For Departments / Offices only
- Any officer not below the rank of Executive Director appointed or nominated by the Functional Director / SBU Head shall be the *'Appellate Authority'* in all such cases.
- d. For Corporate Office only For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of CMMG shall be the "Competent Authority" and Director (Technical) shall be the "Appellate Authority".
 - e. Managing Director, DCI shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) *'Investigating Department'* shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other authority or agency set up by the Central or State Government having powers to investigate.
- v) *'List of approved Agencies - Parties/Contractors/Suppliers/Purchasers/Customers'* shall mean and include list of approved/registered Agencies - *Parties/Contractors/Suppliers/Purchasers/Customers, etc.*

4. Initiation of Banning/Suspension

Action for banning/suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. The Vigilance Department of DCI shall have the right to recommend banning/suspension and this shall be binding on the Department/SBU and non-compliance of these recommendations/ instructions shall be deemed to be a misconduct on the part of the Head of the Department/SBU.

5. Suspension of Business Dealings

- 5.1. If the conduct of any Agency dealing with DCI is under investigation by any department (except Foreign Suppliers of imported coal/coke), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department.
The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2. The order of suspension shall be communicated to all Departmental Heads within the Departments/Offices. During the period of suspension, no business dealing may be held with the Agency.
- 5.3. As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4. If the gravity of the misconduct/violation under investigation is very serious and it would not be in the interest of DCI, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), DCI Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct/violation, it would not be desirable for all the Departments/Offices and Subsidiaries of DCI to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Departments/ Offices by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5. For suspension of business dealings with Foreign Suppliers, following shall be the procedure :-
- i. Suspension of the foreign suppliers shall apply throughout the Company including Subsidiaries.
 - ii. Based on the complaint forwarded by General Manager (Materials) or received directly by Corporate Vigilance, if gravity of them is conduct under investigation is found serious and it is felt that it would not be in the interest of DCI to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to General Manager (Materials) to place it before a Committee consisting of the following :

1. Head of the Department (Finance);
2. Head of the Concerned Department;
3. HOD (HR);
4. HOD (Legal).

The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by General Manager (Materials).

iii. The comments/recommendations of the Committee shall then be placed by General Manager (Materials) before the Board of DCI and if the Board opines that it is a fit case for suspension, Competent Authority may pass necessary orders which shall be communicated to the foreign supplier by General Manager (Materials).

- 5.6. If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7. It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

- 6.1. If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2. If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or DCI, during the last five years;
- 6.3. If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4. If the Agency continuously refuses to return/refund the dues of DCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5. If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6. If business dealings with the Agency have been banned by the Govt. Or any other public sector enterprise;
- 6.7. If the Agency has resorted to Corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts;

- 6.8. If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (DCI) or its official in acceptance/performances of the job under the contract;
- 6.9. If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10. Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (DCI) or not;
- 6.11. Based on the findings of the investigation report of CBI/Police/ internal Vigilance or any other investigative agency including Government Audit against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (DCI) or even otherwise;
- 6.12. Established litigant nature of the Agency to derive undue benefit;
- 6.13. Continued poor performance of the Agency in several contracts;
- 6.14. If the Agency misuses the premises or facilities of the Company (DCI), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1. Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Department/Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Department/Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/default to beyond the Department/Unit. Any ban imposed by Corporate Office shall be applicable across all Departments/Offices of the Company including Subsidiaries.
- 7.2. For Company-wide banning, the proposal should be sent by ACVO of the Department/Unit to the CVO through the Chief Executive of the Department/Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported coal/coke.

The Corporate Vigilance shall process the proposal of the Department/Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning. The CVO shall get feedback about that agency from all other Departments/Offices. Based on this feedback, a prima-facie decision for banning/or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout DCI.

After considering the reply of the Agency and other circumstances and, facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority.

- 7.3. There will be a Standing Committee in each Department/Unit to be appointed by Chief Executive for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of coal/coke. However, for procurement of items/award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of Executive Director/General Manager from Finance, Procurement and Legal:
 - i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide/Local unit wise banning exists, if not, send back the case to the Competent Authority.
 - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
 - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.4. If the Competent Authority is prima-facie of the view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.
8. **Removal from List of Approved Agencies - Suppliers/Contractors, etc.**
 - 8.1. If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers/Contractors, etc.
 - 8.2. The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries.
 - 8.3. Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract
9. **Show-cause Notice**
 - 9.1. In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

- 9.2. If the Agency requests for inspection of any relevant document in possession of DCI, necessary facility for inspection of documents may be provided.
- 9.3. The Competent Authority may consider and pass an appropriate speaking order:
 - a. For exonerating the Agency if the charges are not established;
 - b. For removing the Agency from the list of approved Suppliers/Contactors, etc.
 - c. For banning the business dealing with the Agency.
- 9.4. If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

- 10.1. The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall be to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition/application filed by the Agency concerning the review of the banning order passed originally by Chief Executive/Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, there view petition can be decided by the Chief Executive/Competent Authority upon disclosure of new facts/circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

- 12.1. Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

- 12.2. If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.
- 12.3. If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, DCI may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
- 12.4. Based on the above, Departments/Offices may formulate their own procedure for implementation of the Guidelines.

Security Clearance

DETAILS TO BE FURNISHED BY THE BIDDERS

FOR THE PURPOSE OF OBTAINING SECURITY CLEARANCE FROM THE MINISTRY

Name of the Project: _____

Details of Companies / Bidders / Consortium Partner(s)

Name of the Company/Consortium Members and their address, including Address of Indian subsidiary or branch /liaison office etc.

List of Promoters / Board of Directors of bidders / Consortium members with particulars like Name, Address – Permanent & Present, Nationality etc.,

Nature of the company, whether private or state-owned entity.

Shareholding details with particulars of entities / individuals having more than 5% stake with ownership details to the last layer indicating the promoting individuals name.

Parental organization and sister concerns vi. Number of foreign national likely to be required for the execution of the project and their likely locations / deployment.

Presence of the investing companies / Bidders / Consortium partners and shareholders in the countries across the world, including collaborations with other foreign companies.

(i) Proposed – For individuals (Board of Directors)

Sl No.	Full names of Board of Directors	Date of Birth	Parentage	Complete Present & Permanent address	Nationality	Passport Nos and issue date, if any	Contact address & telephone number, if any
1	2	3	4	5	6	7	8

ii) For Companies / firms (sheet 1 of 2)

Sl. No	Full name of companies and its foreign collaboration if any; including details of Board of Directors as in (i) above	Date of Registration	Present & Permanent address including address of Head office, Regional offices and Registered office	Link with other firm	Activities and other Business owned	Name of CEOs / Partners (with details)
1	2	3	4	5	6	7

iii) For Companies / firms (sheet 2 of 2)

Shareholding pattern for applicant company and investing company	Details of the earlier approvals if any (Ref No. & Date)	Ultimate ownership of share holding companies and the investing company along with detailed particulars of owners	Presence of investing companies and shareholders in countries across the world, including collaborations with other foreign companies
8	9	10	11

Project Work Details

- i. Nature and Scope of the project work – types of civil / engineering works required, project cost etc.
- ii. Location and coverage area of the project site with info regarding sensitive / vital / defence installation in the vicinity (5 Kms radius area).
- iii. Model of project allocation – PPP, BOT, BOOT etc.
- iv. Duration of the project – completion, commissioning, lease period
- v. Machineries or heavy / sophisticated equipment needed for the project.
- vi. Total Manpower projection for the execution of the project
- vii. Number of foreigners' likely / necessary to be involved for the project completion
- viii. Earmarked place for stay of foreigners with details