

DREDGING CORPORATION OF INDIA LTD

ID DIVISION , HO VISAKHAPATNAM

CORRIGENDUM-1

Date: 28-03-2019

NIT No.DCI/Div-II/OPS/HAL/R.Boat/2018-19, dated 20-03-2019

NAME OF WORK: "Supply, manning and running of two nos. mechanized boats of not less than 180 HP at Haldia for providing shore support services including transportation of men and materials from shore to dredgers and back".

The date of submission of the subject tender has been extended to 12-04-2019 upto 1500 hrs and date of opening of the same shall be 12-04-2019 @ 1530 hrs in the Office of GM(PE &ID), 3rd floor, DCIL Head Office, Visakhapatnam - 530 001. This corrigendum shall form part of the tender document and must be submitted along with the bid duly signed & stamped with office seal by bidder.

GM(PE &ID)

DREDGING CORPORATION OF INDIA LIMITED
“DREDGE HOUSE”, PORT AREA
VISAKHAPATNAM

Tender No. DCI/DIV-II/ OPS/ HAL/R.BOAT/2018-19

Date: 20-03-2019

NAME OF WORK: “SUPPLY, MANNING AND RUNNING OF TWO NOS. MECHANISED BOATS OF NOT LESS THAN 180 HP AT HALDIA FOR PROVIDING SHORE SUPPORT SERVICES INCLUDING TRANSPORTATION OF MEN AND MATERIALS FROM SHORE TO DREDGERS AND BACK”

TENDER ISSUED TO:

M/s. _____

Head Of the Department, Project Division-II
Dredging Corporation of India Ltd.,
Visakhapatnam.

**DREDGING CORPORATION OF INDIA LIMITED
“DREDGE HOUSE”, PORT AREA
VISAKHAPATNAM**

NIT No. DCI/DIV-II/ OPS/ HAL/R.BOAT/2018-19

Date: 20-03-2019

TENDER FOR

“SUPPLY, MANNING AND RUNNING OF TWO NOS. MECHANISED BOATS OF NOT LESS THAN 180 HP AT HALDIA FOR PROVIDING SHORE SUPPORT SERVICES INCLUDING TRANSPORTATION OF MEN AND MATERIALS FROM SHORE TO DREDGERS AND BACK”

DUE DATES:

- 1 Issue of Tenders : 20-03-2019 to 01-04-2019 up to 17:30 Hrs.

- 2 Last date of receipt of Tenders : 02-04-2019 up to 15:00 Hrs

- 3 Opening of Techno commercial Bids : 02-04-2019 at 15:30 hrs
(Cover A)

**HEAD OF THE DEPARTMENT,
PROJECT DIVISION-II,
DREDGING CORPORATION OF INDIA LTD.
“DREDGE HOUSE”, PORT AREA
VISAKHAPATNAM - 530 001.
ANDHRA PRADESH (INDIA)
TELEPHONE NO. 0891-2791987/2871344
FAX : 0891 – 2550 851.
E – MAIL ID:**

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SECTION I

**INVITATION FOR BIDS
(IFB)**

**DREDGING CORPORATION OF INDIA LIMITED
VISAKHAPATNAM**

NIT No. DCI/DIV-II/ OPS/ HAL/R.BOAT/2018-19

Date: 20-03-2019

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

Sealed Tenders are invited in two covers (i.e.) Cover-A “Techno-Commercial Bid” and Cover-B “Price Bid” by DREDGING CORPORATION OF INDIA LIMITED, VISAKHAPATNAM from experienced contractors owning or hiring a steel hull Mechanized boat for “**Supply, manning and running of two nos. mechanized boats of not less than 180 HP at Haldia for providing shore support services including transportation of men and materials from shore to dredgers and back**”

1.	Name of Work	Supply, manning and running of two nos. mechanized boats of not less than 180 HP at Haldia for providing shore support services including transportation of men and materials from shore to dredgers and back.
2.	Period of Contract	Two years from the actual date of supply of boat and extendable for one more year at the discretion of DCI.
3.	Cost of the Tender	Rs. 5,900/- including G.S.T. (Non-refundable) (Rupees Five thousand nine hundred only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender. The details of DCI Current Account at Syndicate Bank as mentioned bellow.
4.	Earnest Money Deposit	Rs.4,41,315/-(Rupees Four lakhs forty one thousand three hundred and fifteen only) by way of Bank Guarantee or to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender. The details of DCI Current Account at Syndicate Bank are as mentioned at Sl.No.8.
5	Issue of Tenders	20-03-2019 to 01-04-2019 up to 17:30 Hrs from the Office of HOD, Project Division-II, Dredging Corporation of India Ltd., “Dredge House”, Port Area, Visakhapatnam - 530001. (OR) Project-In-Charge, Dredging Corporation of India Ltd., Block – “F” HDC. Chiranjibpur, Haldia, East Medinipur, West Bengal, 721604.
6	Last date of receipt of	02-04-2019 upto 1500 Hrs in the Office of

	Tenders	Head Of the Department, Project Division-II, Dredging Corporation of India Ltd. “Dredge House”, Port Area Visakhapatnam - 530 001. Andhra Pradesh.
7	Opening of Techno-Commercial Bids	02-04-2019 at 15:30 Hrs in the Office of Head Of the Department, Project Division-II, Dredging Corporation of India Ltd. “Dredge House”, Port Area Visakhapatnam - 530 001. Andhra Pradesh.
8	DCI account Details for Online Payment	DCI Current Account No:- 35833070000014 Branch Name:- DCI Ltd Branch, Port Area, Visakhapatnam– 530001. IFSC/RTGS No:- SYNB0003583 MICR code:530025003

Pre-Qualification Criteria:

1. Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which tenders are invited should be either one of the following.
 - A. Three similar completed works costing not less than Rs. 58.84 lakhs each
OR
 - B. Two similar completed works costing not less than Rs. 73.55 lakhs each
OR
 - C. One similar completed work costing not less than Rs. 117.68 lakhs
2. Average Annual financial turn over during the last 3 years ending 31st March 2018 should be at least Rs. 44.13 lakhs.

Note: i) Work-done certificate(s) for Completed work(s)/ work order(s) for work(s) on hand to be submitted as a proof for similar works. They shall include the details like awarded contract period, executed contract period, contract value, place of work, LDs/penalties levied if any etc.

ii) Similar works means “Supply, manning and running of mechanized boat(s)/ barge(s)/ other marine craft(s)”.

Interested eligible Tenderers may obtain the Tender documents at the office of:

**HEAD OF THE DEPARTMENT,
PROJECT DIVISION-II,
DREDGING CORPORATION OF INDIA LTD.
“DREDGE HOUSE”, PORT AREA
VISAKHAPATNAM - 530 001.
TELEPHONE NO. 0891-2791987/2871299
FAX : 0891 – 2550851,2560581,2565920
E – MAIL ID: svprasad@dc.gov.in**

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

**Project-In-Charge
Mobile no. - 9007002202.in**

The detailed NIT and complete Tender Document is hosted on websites: (www.dredgeindia.com), Government's Central Public Procurement Portal (<https://eprocure.gov.in/>) interested parties may visit the same. The cost of tender document should be submitted along with technical bid at the time of tender opening. Tender cost is Rs.5900.00 (Rupees five thousand and nine hundred only) and the payment should be made in favor of Dredging Corporation of India Limited, payable at Visakhapatnam.

The tender documents received after the closure of the time and date are liable to be rejected. Tenders submitted by e-mail will not be accepted under any circumstances.

Name of beneficiary: DREDGING CORPORATION OF INDIA LIMITED
Account No.35833070000014
IFSC Code: SYNB0003583
SWIFT Code No:- SYNBINBB032
Account Type: CURRENT ACCOUNT
Name of the Bank: SYNDICATE BANK
Branch address: DCI LIMITED BRANCH, DREDGE HOUSE,
PORT AREA, VISAKHAPATNAM – 530001.
MICR code:530025003

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:

CONTRACTOR

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

**HEAD OF THE DEPARTMENT,
PROJECT DIVISION-II.**

SECTION II

INSTRUCTIONS TO BIDDERS (ITB)

SECTION II.
INSTRUCTIONS TO BIDDERS (ITB)

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SECTION II.
INSTRUCTIONS TO BIDDERS
(ITB)

A. Introduction

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to all **Steel Hull Boat(s)/barge(s)/other marine craft(s)** Contractors who satisfy the conditions stipulated in the bid document.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI's Clients in accordance with ITB Clause 31.1.

2. Cost of Bidding

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

B. The Bidding Documents

3. Content of Bidding Documents

- 3.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:
- a) Instructions to Bidders (ITB)
 - b) General Conditions of Contract (GCC)
 - c) Special Conditions of Contract (SCC)
 - d) Technical Specifications
 - e) Sample Forms containing the following:
 - Bid Form
 - Price Schedules
 - Proforma for Bank Guarantee for Earnest Money Deposit
 - Agreement Form
 - Performance Security Form
 - Integrity Pact Form
 - Qualification Requirements

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

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the bidding documents may notify the DCI in writing or by fax / e-mail at the DCI's address indicated in the Invitation for Bid. The DCI will respond in writing to any request for clarification of the bidding documents, which it receives not later than seven (7) days prior to the deadline for the submission of bids prescribed in ITB Clause 17.1. Written copies of the DCI's response (including an

explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- 5.2 The amendment will be hosted on websites only. Prospective bidders are requested to see the web site regularly till submission of tender. No separate correspondence or amendment shall be published in the newspapers.
- 5.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the DCI may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

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

7. Documents Comprising the Bid

- 7.1 The Bids shall be in Two Cover System consisting of
 - ❖ Techno Commercial Bid (Cover A); and
 - ❖ Price Bid (Cover B)
- 7.2 The “Techno Commercial Bid” (Cover A) prepared by the Bidder shall comprise the following components:
 - 7.2.1 A Bid Form **except** the Price Schedule completed in accordance with ITB Clause 8
 - 7.2.2 A list of works tendered for and in hand/being executed as on the date of submission of tender.
 - 7.2.3 A detailed list of vessels / equipment available with the tenderer and which is proposed for deployment for the work under consideration including their specification.
 - 7.2.4 Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31st March 2018.
 - 7.2.5 Earnest money deposit in DCI Current account as mentioned above in accordance with ITB Clause 12.
 - 7.2.6 Copy of electronic receipt/UTR for Rs. 5900/- remitted through NEFT/RTGS to DCI towards Tender document cost
 - 7.2.7 Earnest money deposit of Rs.4,41,315/-(Rupees Four lakhs forty one thousand three hundred and fifteen only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed or in the form of a bank guarantee as per format provided in the tender.
 - 7.2.8 Copy of GST issued by Tax Department.
 - 7.2.9 Copy of PAN issued by Income Tax Authorities.
 - 7.2.10 Copy of certificate for GST Registration Number.
 - 7.2.11 Copy of Registration with Provident Fund Authorities.
 - 7.2.12 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.

- 7.2.13 Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
- 7.2.14 Information regarding any current litigation in which the tenderer is involved **(Annexure-I)**.
- 7.2.15 Copies of original certificates of registration etc., of the Steel Hull Boats proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the Steel Hull Boat, Crew and Third Party.
- 7.2.16 Copy of clear title of the ownership of the Steel Hull Boats if the tenderer is not the owner of the Steel Hull Boat/Boats, necessary documents in support of the authorization or lease granted by the owner of the Steel Hull Boat to the tenderer to offer and operate the mechanized Steel Hull Boat by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.
- 7.2.17 Proof of regulatory Compliance for operating in waters of HALDIA area of Bay of Bengal or any other Rules and Regulations in force.
- 7.2.18 Check list for Techno-Commercial Bid
- 7.2.19 The tenderer will have to give a certificate that he is not related to any Officer of DCI or any Officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The Contractor should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd. **(Annexure-II)**
- 7.2.20 The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid. **(Annexure-III)**
- 7.2.21 The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid. **(Annexure-III)**
- 7.2.22 The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved.**(Annexure-I)**
- 7.2.23 Details of Bank Account for Electronic Transfer of payments **(Annexure-IV)**
- 7.2.24 Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer. DCI reserves its right to inspect the Steel Hull Boat/Boats and seek any other details / documents to ascertain the competence of the tenderer. Suitability of the boat as per tender conditions will be decided by Committee appointed to inspect Steel Hull Boat. As per Committee report, if Boat is not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.
- 8. Bid Form**
- 8.1 The Bidder shall complete the Bid Form except the Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 7.2 of ITB and enclose the same in the cover containing the **“Techno-Commercial Bid” - (Cover A)** and properly sealed.
- 9. Bid Prices**
- 9.1 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 include it in the cover containing the **“Price Bid” - (Cover B)** and properly sealed.

9.2 The bidder shall quote his prices only in Price Schedule furnished in the bidding document and enclose it in the Price Bid. The bidder should not indicate the prices anywhere directly or indirectly in the “Techno Commercial Bid”. Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid should not contain any counter conditions. Conditional tenders are liable for summary rejections.

10. Bid Currencies

10.1 Prices shall be quoted in Indian Rupees only.

11. Documents Establishing Bidder’s Eligibility and Qualifications

11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder’s eligibility to bid and its qualifications to perform the contract if its bid is accepted.

11.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the DCI’s satisfaction that the Bidder has the financial , technical capability and competency necessary to perform the contract as per Qualification Requirements Form No.6 in Section VI;

11.3 The bidder should furnish the details of the mechanized **Steel Hull Boat** proposed for hiring as mentioned in Sample Forms.

12. Earnest Money Deposit (EMD)

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish the Earnest Money Deposit for an amount of Rs.4,41,315/-(Rupees Four lakhs forty one thousand three hundred and fifteen only) deposited to DCI current account as mentioned above or by way of Bank Guarantee drawn in favour of Dredging Corporation of India Limited payable at Visakhapatnam from any Scheduled or Nationalised Indian Bank or unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalised Indian Bank . The same should be attached with the tender and placed in “**Cover-A**”. The Earnest Money Deposit shall not carry any interest. No Demand Draft/cheque will be accepted in any circumstance.

12.2 The Earnest money is required to protect the DCI against the risk of Bidder’s conduct, which would warrant the earnest money forfeiture, pursuant to ITB Clause 12.7.

12.3 The earnest money deposit submitted in DCI account through NEFT banking or a bank guarantee issued shall be valid for forty five (45) days beyond the validity of the bid.

12.4 Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 21.

12.5 Unsuccessful bidders’ earnest money deposit will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiry of the period of bid validity prescribed by the DCI pursuant to ITB Clause 13 without interest.

12.6 The successful Bidder’s earnest money deposit will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 29, and furnishing the performance security, pursuant to ITB Clause 30.

12.7 The earnest money deposit may be forfeited:

(a) If a Bidder:

(i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or

(ii) Does not accept the correction of errors pursuant to ITB Clause 21.2;

or

- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 29; or
 - (ii) to furnish performance security in accordance with ITB Clause 30.

13. Period of Validity of Bids

- 13.1 The Tenderer should keep open the validity of the Bid for **120 days** from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by e-mail / Fax by DCI is made before the expiry of the initial validity period of 120 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 13.2 In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 12 shall also be suitably extended.

14. Format and Signing of Bid

- 14.1 Special care shall be taken to write the rates in figures as well as in words in the price schedule such a way that no interpolation is possible. In case of figures words “Rupees” should be written before and words, “Paise” after decimal figures.
- 14.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

15. Sealing and Marking of Bids

- 15.1 The Techno- Commercial Bid along with all enclosures to be put in a sealed cover superscribed with the words - **Cover-A** “Techno-Commercial Bid” for the work “Supply, manning and running of two nos. mechanized boats of not less than 180 HP at Haldia for providing shore support services including transportation of men and materials from shore to dredgers and back” to be submitted within the specified due date and time.
- 15.2 The Price Bid containing only tendered amount is required to be put in another sealed cover superscribed with the words – **Cover-B** “Price Bid” for the work “Supply, manning and running of two nos. mechanized boats of not less than 180 HP at Haldia for providing shore support services including transportation of men and materials from shore to dredgers and back”. “Financial bid” of those Tenderers found technically qualified will be opened on a suitable date, which will be informed later.
- 15.3 Tenderer should ensure that his tendered amount as per Cover-B is not mentioned in any other document directly or indirectly. The duly sealed **covers A & B** are to be put in a separate main sealed cover superscribed with the words “Supply, manning and running of two nos. mechanized boats of not less than 180 HP at Haldia for providing shore support services including transportation of men and materials from shore to dredgers and back” to be submitted to the HOD PD-II/JGM (OPS), Dredging Corporation of India Ltd., “Dredge House”, Port Area, Visakhapatnam-530 001 on or before 1500 Hrs on 02-04-2019.

- 15.4 If the outer cover is not sealed and marked as required by ITB Clause 15.3, the DCI will assume no responsibility for the bid's misplacement or premature opening.
- 16. Deadline for Submission of Bids**
- 16.1 Bids must be received by the DCI at the address specified under Invitation of Bids (ITB) not later than the time and date specified therein.
In the event of specified date for the submission of bids, being declared a holiday for the DCI, the bids will be received up to the appointed time on the next working day.
- 16.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 17. Late Bids:**
- 17.1 Any bid received by the DCI after the deadline for submission of bids prescribed by the DCI pursuant to ITB Clause 16 due to reason as mentioned in ITB Clause 16.1 will be rejected and returned unopened to the Bidder.
- 18. Modification of Bids**
- 18.1 The Bidder cannot modify or withdraw its bid after the bid's submission.

E. Opening and Evaluation of Bids

- 19. Opening of Bids by DCI**
- 19.1 The DCI will open all the outer covers containing both sealed Covers A and B of the bids and the Cover 'A' Techno-Commercial Bids only in the presence of bidders' representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.
- 19.2 All the Covers B containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.
- 19.3 The bidders' names, bid modifications or withdrawals and the presence or absence of requisite earnest money deposit and such other details as the DCI, at its discretion, may consider appropriate, will be announced at the opening of the "Techno-Commercial Bid". No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 17.
- 20. Clarification of Bids**
- 20.1 During technical evaluation of the bids, the DCI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 21. Preliminary Examination**
- 21.1 The DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 21.2 The DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

21.3 Prior to the detailed evaluation, pursuant to ITB Clause 22, the DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 12), Applicable Law (GCC Clause 23), and Taxes and Duties (GCC Clause 25), Performance Security (SCC Clause 2), and Force Majeure (GCC Clause 17) will be deemed to be a material deviation. The DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.

21.4 If a bid is not substantially responsive, it will be rejected by the DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22. Evaluation and Comparison of Bids

22.1 The Cover B containing the Price Bids will be opened of only those tenderers who have been qualified in the Techno-Commercial Bid at a later date. The date and time of opening of Cover B - Price Bid shall be notified to all the technically qualified bidders and will be opened in the presence of such authorized persons or representatives who wish to be present.

22.2 Arithmetical errors will be rectified on the following basis:

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

22.3 **The Steel Hull mechanized Boat** shall have the following amenities/arrangements/provisions to utilize as routine boat at Haldia as specified in the scope of work.

22.3.1 Steel hull boat should be in good working condition and capable of carrying capacity of not less than 15 persons and about 2 tons weight of material. The steel boat should be capable to ply in Haldia waters and in all weather conditions of all the seasons in a year. The tenderer shall arrange for inspection and trial run of the steel hull boat along with relevant documents by the committee or the nominated representative(s) of DCI Ltd., at his cost as and when asked by DCI and all other related expenses are to be borne by the contractor. The tenderers having only such technically qualified/ approved steel hull boats shall be considered for opening the price bid. The decisions of the JGM (Ops) DCI, H.O. about the suitability of the steel hull boat will be final.

22.3.2 The horse power should be not less than 180 HP and draft should not be more than 1.5 M

22.3.3 Adequate radio / VHF communication , Other navigable aids, all statutory requirements such as Life Saving Appliances, Fire Fighting Appliances etc., as per relevant rules.

22.3.4 Good maneuverability and ample space for transporting of men, material, stores and spares etc.

22.3.5 Experienced Helmsman.

- 22.4 Bill of quantities shall be inclusive of all Port dues for plying in Port waters, Buoy charges if any, Jetty/anchorage charges if any, Any type of Labor charges, Passes for Crew, HSD (any type of Fuel oil), Lub oils and all consumables items for the Boat operations and bills should be submitted in duplicate, i.e., original with one copy. The decision of the Managing Director, about the suitability of the Steel Hull Boats will be final.
- 23. Contacting the Dredging Corporation of India Ltd. (DCI)**
- 23.1 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.
- 23.2 Any effort by a Bidder to influence the DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

- 24. Post –qualification**
- 24.1 In the absence of pre-qualification, the DCI will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the Bidding Document from the evaluation of the Techno-Commercial Bid.
- 24.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the DCI deems necessary and appropriate.
- 25. Award Criteria**
- Subject to ITB Clause 28, the DCI will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid. However, DCI reserves the right to accept or reject any bid as specified in Clause 27 of ITB.
- 26. Right to Vary Period of Contract at Time of Award:**
- Initial contract is for Two years and one month before expiry of contract, DCI, at its discretion, may, by written notice, intimate the Contractor to extend the contract for a period of one year or less. For all extensions given by DCI, Contractor has to execute the work as per rates quoted in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document. DCI reserves right regarding giving extension, deciding period of extension / curtailment and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.
- In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 7 days notice of termination. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 7 days notice by the project office, Haldia if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.
- 27. Right to Accept Any Bid and to Reject Any or All Bids**
- 27.1 The DCI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason thereby incurring any liability to the affected Bidder or Bidders.

28. Notification of Award

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

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

29. Signing of Contract

29.1 At the same time as the DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with DCI at his cost.

30. Performance Security

30.1 Within Ten (10) days of the receipt of notification of award from the DCI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement of ITB Clause 29 or ITB Clause 30 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

31. Corrupt or Fraudulent Practices

31.1 The DCI requires that the Bidders/Contractors/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DCI:

31.1.1 defines, for the purposes of this provision, the terms set forth below as follows:

31.1.1.1 “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

31.1.1.2 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition;

31.1.1.3 will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

31.2 Furthermore, Bidders shall be aware of the provision stated in Clause 21.1 of the General Conditions of Contract.

32. General:

32.1 Bid Documents are not transferable.

32.2 Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered in the Price Schedule.

- 32.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 32.4 All the pages in the tender document must be signed along with the office seal.
- 32.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 32.6 Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- 32.7 All correspondences must be made to the Project office where the Steel Hull Boat services are to be provided.
- 32.8 In case of corrigendum/addendum regarding the subject tender work, DCI will published in DCIL website www.dredgeindia.com, Government's Central Public Procurement Portal <https://eprocure.gov.in> till one day before last date of submission. Tenderers are requested to check the websites accordingly.

SECTION III

**GENERAL CONDITIONS OF
CONTRACT**

(GCC)

SECTION III.
GENERAL CONDITIONS OF CONTRACT
(GCC)

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SECTION III
GENERAL CONDITIONS OF CONTRACT
(GCC)

1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- 1.1.1. “Corporation” means the Dredging Corporation of India Limited (DCI).
- 1.1.2. “Managing Director (MD)” means the Managing Director of DCI.
- 1.1.3. “The Contract” means the agreement entered into between the DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.4. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.1.5. “The Contractor” means the individual or firm or company supplying the Services under this Contract and **named in SCC**.
- 1.1.6. “The Services” means all of the services, which the Contractor is required to supply to the DCI under the Contract.
- 1.1.7. “Work” means the Work to be executed in accordance with the Contract and includes authorized “Extra Works” and “Excess Works” and “Temporary Works”.
- 1.1.8. “Specifications” means the relevant and appropriate Bureau of Indian Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.1.9. “Engineer” means the DCI’s official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated.
- 1.1.10. “Engineer’s Representative” means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- 1.1.11. “Contractor” means the person or persons, firm or company whose tender / offer has been accepted by the DCI and includes the Contractor’s Representatives, heirs, successors and assigns, if any permitted by the DCI.
- 1.1.12. “Excepted Risks” are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.1.13. “GCC” means the General Conditions of Contract contained in this section.
- 1.1.14. “SCC” means the Special Conditions of Contract.
- 1.1.15. “Day” means calendar day.
- 1.1.16. “Month” means the English calendar month.
- 1.1.17. “Singular/Plural” Word importing the singular only, also includes the plural and vice-verse where the context so requires.

- 1.1.18. “The heading /Marginal Notes” in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.1.19. “Site” means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the DCI for the purpose of the Contract.
- 2. Application**
- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in this and other parts of the Contract.
- 3. Standards**
- 3.1 The services provided under this contract shall conform to the Standards mentioned in “**Technical Specifications**”.
- 4. The Contract & General Obligations of Contractor:**
- 4.1 Applicability of Laws on the Contract:**
- The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Andhra Pradesh, India, including the following Acts.
- 4.1.1 The Indian Contract Act, 1872
- 4.1.2 The Major Port Trust Act, 1963
- 4.1.3 The Workmen’s Compensation Act, 1923
- 4.1.4 The Minimum Wages Act, 1948
- 4.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.
- 4.1.6 The Dock Workers’ Act, 1948
- 4.1.7 The Indian Arbitration and Conciliation Act (1996)
- 4.2 Contractor to Execute Contract Agreement:**
- After receipt of work order and within 10 days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term “Contract” here in before, shall collectively be the Contract.
- 4.3 Interpretation of Contract Document – Engineers’ Power**
- Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
- 4.4 Contractor Cannot Sub-let the Work**
- The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants, or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a “Piece rate” basis shall not be deemed to be subletting under this clause.
- 4.5 Contractors’ Price is Inclusive of All Costs.**

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing boats including fuel, oil, grease, wages of crew, mobilization, demobilization, port dues, wharfage/ jetty charges, payment of fees, duties taxes excluding G. S. T. to the appropriate authorities and other things of every kind required for the completion work. For the purpose of payment towards G. S. T., the G. S. T. number of the contractor shall be printed on the bill voucher. G. S. T. component to be shown separately on bill.

4.6 Contractor is Responsible for safety of the Boat including men and material:

The Contractor shall be solely responsible for all adequacy, stability and safety of all site operations, even if any prior approval thereto has been taken from the Engineer or his Representative. DCI will not responsible for any type of accident entered by the boat in the river/Jetty/on stream etc. DCI also will not responsible for any type of fraud miss manning, CISF problems, Placing of boat, Port related any problems, any type of maintenance related work etc.

The contractor will fully responsible for placing/securing of Boats, after completing the duties.

4.8 Contractor to Supervise the Works

Necessary and adequate supervision shall be provided by the contractor during execution of contract. The contractor or his competent and authorized agent or representative shall constantly be at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation specified in the Contract. The Contractor shall inform the engineer or his Representative in writing about such representative / agent of him at site.

4.9 Contractor to deploy qualified personnel

The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

4.10 Contractor is Responsible for all Damages to other Structures/ Persons, Caused by him while 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 the DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the DCI against claim for injury, loss or damage caused by the Contractor in connection with the execution of the work to the aforesaid properties, structures and services and / or to any person including the Contractor's workmen. Cost of insurance Cover, if any, taken by the Contractor shall not be reimbursed by the DCI, unless otherwise stipulated in the Contract.

4.11 Fossils, Treasures troves etc are DCI's property

The contractor shall immediately inform the Engineers representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or

archeological importance be discovered at site which shall remain the property of the DCI and protect them from being damaged by his workmen and arrange for disposal of them at the DCI's expense as per the instruction of the Engineers representative.

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

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

- 4.12.1 Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- 4.12.2 Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- 4.12.3 Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.
- 4.12.4 Damage / injury caused to waterway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- 4.12.5 Pollution of waterway and damage caused to river, lock, sea wall or other structures related to waterway, in operating contractor's vessels /equipment.
- 4.12.6 The contractors default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his representative to the workmen of the DCI and other agencies employed by or with the permission and/or knowledge of the DCI on or near the site of work.
- 4.12.7 Contractor should follow/comply the rules of the respective ports.

4.13 Contractor's Quoted Rates / Price Must be All Inclusive

The Contractor's quoted rates shall be deemed to have been inclusive of the following:

- 4.13.1 The rate quoted by the Contractor shall include all running expenses of the Boat including fuel, oil, grease, wages of crew, mobilization, de- mobilization, repairs, maintenance of boat, berth/jetty charges, anchorage charges if any, Port dues, any other Port related charges, charges for passes/permissions, any other charges to be incurred for rendering the intended works in this tender etc., but excluding GST.
- 4.13.2 Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- 4.13.3 Cleaning and removal from site of the entire surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- 4.13.4 Precautionary measures to secure efficient protection of Docks, other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
- 4.13.5 Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefit and entry permits, wherever necessary.
- 4.13.6 Making arrangements in or around the site, as per the requirements of Kolkata Port Trust or the Engineer or his Representative, for preventing (i) spread of any infectious disease like

- smallpox, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractors or his Sub-Contractor's workmen (iv) deployment of workmen of age less than 16 years.
- 4.14 The Contractor should make his own arrangements at his cost for a suitable berth during non-working time, repair and maintenance, breakdown and any other purpose etc. when the Boat is not being engaged by DCI.
- 4.15 The Boat should be adequately lit as per port rules/ Concern Authority norms and regulations and should have adequate lighting arrangements during embarking and disembarking at the jetty or at the dredger or at any other place.
- 4.16 The Boat has to run as per the instructions of the Project Manager or any other official of Project office nominated by the Project Manager for making trips to dredger(s) or any other work. Master / Dredge watch keeping officer instructions is to be followed by boat personnel for embarkation / disembarkation to / from Dredger. A logbook shall be maintained by the Contractor, which shall form the basis for the payment.
- 4.17 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 to ensure un-interrupted dredging operations.
- 4.18 In the event of the breakdown / deficiency in making desired speed of the Deployed Steel Hull Boat, the Contractor has to replace the same with immediate effect without causing any hindrance to the works. During breakdown of the boat and till such time a substitute boat is arranged by the contractor, no retention charges shall be paid. The replaced Steel Hull Boat should not be changed in specifications as agreed previously. In the event of failure of the Contractor to make arrangement for a substitute Steel Hull Boat, DCI will arrange a substitute boat at the risk and cost of the Contractor. No mobilization or de-mobilization will be paid for the substitute of Steel Hull Boat.
- 4.19 As DCI is an ISO 14001:2004(Environmental Management System) certified company, DCI committed for prevention of pollution by implementing friendly operational procedures. Hence, the contractor shall comply with all statutory and regulatory requirements pertaining with environmental protection. Also, the contractor shall adopt the Environmental friendly procedures for execution of work to the maximum possible extent.
- 4.20 **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 to the address given in the tender or to the Contractor's Site Office or in case of DCI's enlisted Contractor to the address as appearing in the DCI's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.
- 4.21 **Contractor not to Publish Photograph Particulars of Work**
The Contractor and his sub-contractor or their agents 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 without the prior authority of the Engineer in writing.
- 4.22 **Contractor to Provide Facilities to Outsiders.**

The Contractor shall, at his own cost, render all reasonable facilities and Co-operation as per direction of DCI/ Engineer or his representative to any other Contractor engaged by the DCI and their workmen, to the DCI's own staff and to the men of other Public Body, on or near the site of work and in default, the contractor shall be liable to the DCI for any delay or expense incurred by reason of such default.

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

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

4.24 **DCI's Lien on Contractor's Plant & Equipment**

All constructional plants, temporary works and materials when brought to the site by the Contractor, shall be deemed to be the property of the DCI who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

4.25 **Dock entry pass (RFID card) and Gate entry pass**

Arrangement of dock entry pass, Gate pass, RFID card etc. the Contractor shall arrange at his own cost. Arrangement of tie up of boat i.e. where the boats will keep standby will fully responsible of the contractor.

5. Use of Contract Document and Information:

5.1 The Contractor shall not, without the DCI's prior written consent, disclose Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the DCI in connection therewith to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.3 If the Contractor violates the secrecy requirement of sub clauses 5.1 and 5.2 indicated above, the DCI has an option to cancel the contract.

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

6. Insurance

6.1 The contractor shall without limiting his or the DCI's obligations and responsibilities insure in the joint names of the contractor and the DCI:

6.2 The contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.

6.3 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).

6.4 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)

- 6.5 The boat shall have required number of life jackets, safety devices, fenders, anchors etc. The boat along with crew and passengers upto 15 Nos. shall be insured for any mishaps.
- 6.6 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected.
- 6.7 The contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurance at all times.
- 6.8 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 6.9 In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.

7. Payment

- 7.1 The Contractor's request(s) for payment shall be made to the Project Manager, DCIL Haldia in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 7.2 The Bill for Services rendered/payment will be made on a monthly basis, by Project Manager, DCIL Haldia, through electronic transfer system. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor. The work done certificate/ logbook shall be certified by Site-In-Charge or the person nominated by Project-In-Charge. Haldia. The payment will be made only for services provided as per Price Bid/ Negotiated Rates. E-payment shall be made by DCIL, HO, Visakhapatnam, within 60 (Sixty) days of submission of an invoice/claim by the Supplier complete in all respects.
- 7.3 The logbook is to be maintained by the contractor for the payment of services provided to be certified by DCI representative on daily basis and must be submitted along with the monthly invoice.
- 7.4 Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill.
- 7.5 The payments are to be made on actual execution of the work. In case the performance of the contractor is not up to the mark, Project Manager is having full authority to restrict the payment proportionately/pro-rata basis. In case if the further performance is not improved after intimating by DCI to do so, Project Manager is the authority to decide to release the part payment or not to release the payment till the performance is improved up to his satisfaction. In this matter, the decision of the Project Manager shall be final and binding on the contractor.

8. Prices

- 8.1 Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid (subject to Clause 3 of SCC.)

9. Change Orders

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

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

10. Contract Amendments

Subject to GCC Clause 10, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

11. Assignment

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

12. Subcontracts

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

13. Mobilization: The finalized/quoted boat after inspection shall be mobilized at the site within 15 days from the date of receipt of notice from DCI.

14. Delays in the Contractor's Performance

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

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

14.3 Except as provided under GCC Clause 16, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to SCC Clause 4, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

15. Termination for Default

15.1 The DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part and forfeit the Performance Security:

15.1.1 if the Contractor fails to provide the service within 15 days, or within any extension thereof granted by the DCI pursuant to GCC Clause 14; or

15.1.2 if the Contractor fails to perform any other obligation(s) under the Contract.

15.1.3 if the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition.

15.2 In the event the DCI terminates the Contract in whole or in part, pursuant to GCC Clause 15.1, the DCI may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to the DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

16. Force Majeure

16.1 Notwithstanding the provisions of GCC Clauses 14 & 15 and SCC Clause 4, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

16.2 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.

16.3 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.

17. Termination for Insolvency

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

18. Termination for Convenience

The DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI’s convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of seven days will be given.

19. Limitation of Liability:

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

20. 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.

21. Applicable Law : The Contract shall be interpreted in accordance with the laws of India.

22. 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 Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations / Rules / Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the DCI shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the DCI is required or called upon to pay or reimburse on behalf of the contractor.

23. Taxes and Duties

23.1 The contractor shall pay all taxes , levies, duties, etc. which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract.

23.2 If any new taxes and/or increase / decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract.

23.3 The contractor has to pay GST on the work done to the concerned authority and the GST registration number of the contractor shall be printed on the bill voucher. GST component should be shown separately on the bill.

24. Income Tax Deduction:

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

25. Employment of Relatives:

The bidder shall enclose a certificate that "he/she is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Shipping, Government of India". The bidder shall also furnish a declaration along with his tender enclosing the names of the relatives who are employed in DCI.

26. Notices

- 27.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by Fax / e-mail and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 27.3 The contractor should have his own arrangement at his cost for suitable berth for his boat during working/non-working time, repairs and maintenance, breakdown and any other purpose when the same is not engaged.
27. **Integrity Pact:**
- 27.1 The contractor has to execute Integrity pact agreement on Rs.100/- stamp paper with Dredging Corporation of India Ltd (Annexure-V).
- 27.2 Original Integrity Pact agreement in stamp paper is to be submitted along with the technical bid failing which tender shall be considered invalid.

**SECTION IV
SPECIAL CONDITIONS OF
CONTRACT**

(SCC)

SECTION IV
SPECIAL CONDITIONS OF CONTRACT
(SCC)

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SECTION -IV
SPECIAL CONDITIONS OF CONTRACT
(SCC)

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

1. SCOPE OF WORK:

Dredging Corporation of India Limited is carrying out Maintenance/ Capital dredging assignment with Trailer Suction Hopper Dredger(s) at Haldia Port in Hooghly estuary. In this connection, the Corporation desires to hire mechanized boat/boats. The requirements of Steel Hull Boat proposed for deployment shall be as follows:

- 1.1 Mechanized Steel Hull Boat of 180 HP having an average speed of 6 knots is required on hire basis for project use at Haldia area of Bay of Bengal. The boat is required mainly for making routine trips for transportation of men and material from shore/dingy boat to dredgers, crafts from Tug jetty/Lock gate of HDC /Silverjet jetty area or any other Jetty/area specified by Project Office, Haldia to Dredgers working in the Hooghly estuary between “Diamond Harbour” on the North to “Sagar Island” on the South and vice versa. The boat should be standby at the designated Jetty/ anchorage/shore site round the clock throughout the contract period at DCI’s disposal for above-mentioned work on ‘as and when required’.
- 1.2 The boat may also be used for carrying out Diving Works and other connected works of Dredging on ‘as and when required’ as per the discretion of Project Manager/ official nominated by Project Manager.
- 1.3 The Boat must have VHF, Walkie-Talkie and cell phone in working condition for communication with Dredger/Project office and other officer as per requirement of project office and Dredgers time to time.
- 1.4 The Boat shall be required to touch more than one dredger per trip at dredging ground (at Jellingham channel and if required at Eden channel). After performing journey from Jetty to dredging ground and making touch to first in-bound dredger, boat may have to proceed, for outer limits of channel for anchoring if other dredger(s) are coming late to dredging ground. Tying the boat to Port Buoys is strictly not permitted, hence the boat should have adequate facility for anchoring and keep watch on VHF / Cell phone to communicate with in-bound Dredger(s) to facilitate weighing of anchor and to proceed to complete the assigned Dredger’s task. The instructions for making trip and various Dredgers to be covered in one trip shall be provided by Project official nominated by Project Manager.
- 1.5 At the time of trips to dredgers at any circumstance tie-up with Port Buoy is not allowed. Even then if the party try to tie-up the boat with Port Buoy, any damage or complain arise against the respective Boat, the total responsibility shall be borne by the party/contractor and DCI shall be indemnified from all such issues.
- 1.6 The Boat must have all necessary required life saving equipments such as life Buoys and life jackets as per applicable governing Rules, laws etc.
- 1.7 The Boat must fulfill all the necessary safety related norms.
- 1.8 The Boat must fulfill all the necessary Environment related norms.

- 1.9 The Boat must fulfill all the necessary oil Pollution control related norms
- 1.10 The Boat must have good seating arrangements for not less than 15 persons either in a separate cabin or space.
- 1.11 All the required statutory certificates must remain valid through out the entire period of contract, including extension period, if any.
- 1.12 The crew provided for manning the boat should be qualified, experienced and competent to operate the boat.
- 1.13 The men and material required to be carried in the boat will be such as Ship's crew baggages, laundry clothes, Dredger stores and spares, Ship's garbage, DCI personnel and workshop personnel with workshop material etc., to a maximum weight of 2 tones and draft should not be more than 1.5 m
- 1.14 The Steel Hull Boats should be available for operations round the clock.
- 1.15 The Boat should be capable to ply in Haldia waters as afore said in Clause 1.1 and in all weather conditions of all the seasons in a year. The best suitable Steel Hull Boat for the above purpose shall be selected and deployed.
- 1.16 DCI reserves the right to engage either one or both the boats at its own discretion. At any point of time during the tenure of the contract, DCI reserves the right to terminate the services of any 01 boat out of the engaged two boats at its own discretion as per the requirement by giving a notice period of 10 (Ten) days, which shall not entitle the contractor for any compensation or whatsoever.
Identification of the boat for termination shall depend upon the rates quoted, specifications of boats, quality of service being rendered, requirements of DCI etc. The decision of DCI in this regard shall be final without any prejudice.

2. Performance Security :

- 2.1 Within Ten (10) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security to the DCI in the amount specified in the Special Conditions of Contract.
- 2.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 2.3 A sum equal to 5% of the of the contract value as indicated in work order shall be deposited by the contractor by RTGS/NEFT 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 payable at Visakhapatnam as per Performa at Annexure enclosed. Bank Guarantee shall be valid till completion of work including extended period, if any. In case the contract is further extended for one year or less, sum equal to 5% of the contract value for the extended period of contract shall be deposited within 10 days after receiving letter of extension of contract.
- 2.4 In addition to above, Performance Security deposit at the rate of 10% shall be deducted from every running bill till total performance security deposit amounts to 10% of the agreed contract value. [Example: - For initial two years, value of work is Rs.360 Lakhs, out of 10%, i.e., 36 Lakhs, 5% performance security of Rs.18.0 Lakhs to be submitted and balance 5% i.e., Rs.18.0 Lakhs, will be deducted @ 10% of every running bill, till the total

- performance security amounts to Rs.36.0 Lakhs for initial two years contract period . Same pattern will continue for extended (3rd year) period of contract if any.]
- 2.5 Alternatively at contractor's option, EMD can be converted as part of the Performance security and balance amount shall be deposited by the contractor by NEFT/RTSG or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank.
- 2.6 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 completion of work including extended period if any.
- 2.4 The performance security will be discharged by the DCI and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.
- 3.0 Price Variation Clause (GCC Clause 9)**
- GCC 9.1- The bidder shall be entitled for reimbursement on variation in fuel rates during the period of contract. The base price shall be the price of the fuel on the date of submission of bid. The payment will be regulated along with the monthly bills supported by relevant vouchers/fuel invoices. **Fuel consumption maximum upto 25 liters/hour or pro-rata will be allowed for the purpose of fuel escalation.** No other price variation will be allowed for whatsoever reason during the currency of the contract and the extended period if any. The information of average hourly consumption shall be furnished by the bidder in Price bid – Form 2 of sample forms.
- 3.1 Fuel Escalation/De-escalation = $(P2 - P1) \times H \times 25$ litres per hour
- P1 = Fuel price per litre on base date as rate furnished in the Price Schedule
P2 = Fuel price per litre as per the Invoice from supply point during the month under consideration
H = Running hours as certified by PIC for the period under consideration
- 3.2 All the Invoices with Fuel rate from / issued by fuel supply point at Haldia for the every fuel supply made to the boat during the month under consideration shall be submitted along with the monthly bill for the purpose of Fuel price variation calculation.
- 3.3 Running hours of the boat for every trip made by the boat shall be recorded & signed by boat operator in the daily log sheet and the same should be endorsed by Project In-Charge or his representative on daily basis, which shall form basis for the calculation of fuel price variation charges.
- 3.4 Fuel escalation/de-escalation charges shall be payable only for the actual running /operational hours of the boat as certified by PIC but not for the retention hours.
- 3.5 Contractor is required to submit the claim on monthly basis in case there is an increase or decrease in fuel prices on or after date of issue of work order.
- 4. Liquidated Damages:**
- 4.1 Subject to GCC Clause 16, if the Contractor fails to provide the boat services as per contract or fails to provide alternative boat, DCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% per week or pro-rata of the contract price will be charged for failure to provide boat services,

subject to maximum 10% of the contract price. Once the maximum is reached, the DCI may consider termination of the Contract pursuant to GCC Clause 15.

- 4.2 During initial mobilization of the boat for commencement of the contract, the boat shall be mobilized within the stipulated 15 days, beyond which Liquidated damages shall be imposed on pro-rata basis of the contract price as per SCC Clause 4.1.
- 4.3 For delay in deploying the substitute/alternate boat during breakdown delivering services for more than 3 days, the contractor will be imposed liquidated damages on pro-rata basis of the contract price as per SCC Clause 4.1.

5. Settlement of Disputes:

If any dispute or difference of any kind whatsoever shall arise between the DCI and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DCI or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

Arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration proceedings shall be as follows:

- i) In case of dispute between DCI and Private party for contract up to Rs. 10 Cores the issue will be referred to Managing Director, Dredging Corporation of India Limited and the decision of the Managing Director shall be final, conclusive and binding on all the parties to 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 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 the Managing Director.

Any dispute of difference arises between the DCI and the contractor in connection with the contract or as to the right and liabilities of the parties hereto, other than those referred to in 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.

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 of Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

- ii) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSES)/Port trusts inter se and also between CPSEs and Government Departments/Organizations) excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either part for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 DT. 22/05/2018

Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the DCI shall pay the Contractor any monies due to the Contractor.

6. Compliance with Statutory Requirements (GCC Clause 24)

Add as Clause 24.1

24.1 Provident Fund Contributions:

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

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. 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 DCIL ECPF Fund. The above is subject vary as per instructions of GOI from time to time.

7. Notices (GCC Clause 28)

GCC 28.1—Contractor’s address for notice purposes:

Project-In-Charge

CONTRACTOR

DREDGING CORPORATION OF INDIA LTD.
CHIRANJIBPUR,
HALDIA -721 604
WEST BENGAL
TELEPHONE NO. 03224-252234/252165 FAX : 03224-252109.
E – MAIL ID : rahuldev@dc.gov.in

Or

JOINT GENERAL MANAGER (OPS)/HOD PD-II
DREDGING CORPORATION OF INDIA LTD.
“DREDGE HOUSE”, PORT AREA,
VISAKHAPATNAM-530 001.
ANDHRA PRADESH (INDIA)
TELEPHONE NO. 0891-2791987/2871299
FAX : 0891 – 2550851,2560581,2565920
E – MAIL ID: svprasad@dc.gov.in

8. Sunken Equipment:

If any equipment (floating or otherwise) belonging to the Contractor or Sub-contractor or any material or things therein or thereafter sink from any cause whatsoever, it shall immediately be reported by the Contractor to the Competent Authority and Contractor shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as port/ DCI may direct.

The fact that the sunken equipment, material or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Contractor from his obligations under this clause to raise and remove the same.

Until such sunken equipment, material or things have been raised and removed, the Contractor shall set such buoys and display at night such lights and do all such things for the safety as may be required by the Competent Authority/ port/ DCI.

In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, the port/DCI may cause to set buoys and display at night lights on such equipment and raise and remove the same without prejudice to the right of the port/DCI to hold the Contractor liable and all expenses and consequences thereon and incidental there to shall be borne by the Contractor and shall be recoverable from him as a debt by the port/DCI or may be deducted by the port/ DCI from any money due or which may become due to the Contractor.

9. In the event of breach of contract by the tenderer and/or the contract is cancelled due to default on the part of the tenderer and/or the balance work is awarded to another agency to

be carried out at the risk and cost of the tenderer committing the breach of contract or default, the corporation is entitled to withhold any sum due to the tenderer towards the sum due as a result of said breach or default.

10. If the contractor abandons the contract or fails to commence the work without valid reasons or unable to maintain sufficient progress as per the agreed programme, DCI may after giving 7 days notice in writing to the contractor, will carry out the remaining work in full or part as deemed necessary at the cost and risk of the contractor. The cost incurred in excess due to the contractors default as above, will be deducted from any payment due or becomes due to the contractor or from any other contract without prejudice to any other method of recovery.
11. In the event of temporary /permanent cease of dredging /project works/or closure of Haldia Project office, the contract for supplying the routine boats shall be terminated / re-commenced temporarily or permanently by giving 7 (seven) days notice to the Tenderer.
12. Placing and tie-up of proposed boat is fully bidder's responsibility. All the permission and other formalities will be taken by the bidders. For the same DCI will not pay any other extra payment.
13. The security and safety of the proposed boat is bidders responsibility. All the CISF and other security matter is look after by the bidder. In any circumstance DCI will not responsible.
14. **Dock entry pass, tie up of boat and trip location:**
 - 14.1 Dock entry pass will be arrange by the bidder. Arranging of gate entry pass and other pass will be bidder's responsibility, DCI will not responsible for any type of arranging gate entry pass.
 - 14.2 DCI will not responsible for any type of CISF and PORT problem related to the routine boat.
 - 14.3 Facilities for tie up of routine boat is bidder's responsibility, DCI will not responsible any way.
 - 14.4 Trips location will be changed as per DCI requirement. Additional payment will not be considered in any way.

SECTION V
TECHNICAL SPECIFICATIONS

SECTION V
TECHNICAL SPECIFICATION

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

SECTION VI

SAMPLE FORMS

SECTION – VI

SAMPLE FORMS

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SECTION – VI

SAMPLE FORMS

Notes on the Sample Forms

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

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

The Proforma for Bank Guarantee for Earnest Money Deposit duly filled in should be submitted along with the Techno-Commercial Bid.

The Contract Form, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections, acceptable deviations etc.

The Performance Security form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the DCI.

The Qualification Requirements form should specify, for example, requirement for a minimum level of experience in providing services in a similar type of activity for which the Invitation for Bids is issued.

The Details of the Mechanized Steel Hull Boat Proposed for Hire duly filled in should be submitted along with the Techno-Commercial Bid.

Integrity pact duly executed in stamp paper should be submitted along with the Techno-Commercial Bid.

1. Bid Form

Date: _____

To:
The Head of the Department,
Project Division-II,
Dredging Corporation of India Ltd.,
'Dredge House', Port Area,
Visakhapatnam – 530 001.

Dear Sir,

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

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

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

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

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

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

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

Dated this _____ day of _____ 2019 _____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. PRICE SCHEDULE

PREAMBLE TO PRICE BID

1. The items given in the Bill of Quantities are for “Supply, manning and running of two nos. mechanized boats of not less than 180 HP at Haldia for providing shore support services including transportation of men and materials from shore to dredgers and back”.
2. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
3. No other charges, other than those specified in the tender conditions shall be payable.
4. The area of operations/ channels/ Bars shall be as per the demarcation in vogue with the concerned Port.
5. The rates quoted for each trip will include going alongside two dredgers. No extra charges will be payable for going alongside the 2nd dredger.

PRICE BID

NAME OF WORK: Supply, manning and running of two nos. mechanized boats of not less than 180 HP at Haldia for providing shore support services including transportation of men and materials from shore to dredgers and back.

NAME OF THE BOAT: - _____

Item No.	Description	Unit	Rate/ unit	
			(in figure)	(in words)
1.	<u>RETENTION CHARGES</u>			
	The daily hire (retention) charges of the mechanized Steel Hull boat including manning, repairs, maintenance etc., all complete, for the entire period of contract including extension period, if any, besides trip charges, which would be paid as per actual work done. In case of breakdown, retention charges shall be paid on pro-rata basis.	Per day of 24 hours or pro-rata thereof.		
2.	<u>OPERATIONAL (TRIP) CHARGES</u> (Main items being used at present)			
(a)	FROM: - Haldia Tug jetty/Lock gate of HDC/ Silverjet jetty area TO:- DCI's Dredgers working at Jellingham bar/ channel	Per one way passage only		
(b)	Attending to and going alongside more than two Dredgers working in each Bar/ channel.	Per Dredger		
(c)	FROM:- Haldia Tug jetty/Lock gate TO:- Silverjet jetty area(Optional)	Per one way passage only		

Note:- 1) The intended boat(s) is (are) required to operate from shore i.e. i) Haldia Tug Jetty or ii) Lock Gate of Haldia Dock Complex (HDC) or iii) Silverjet Jetty Area - as per requirement of DCI. Informatively, the boat is operating from “Silverjet jetty” Area only at present and it may change as per DCI requirement. No separate charges will be payable for this.

2) DCI at present carrying out dredging work at **Jellingham and Auckland Bars, EDEN Channel only**. Hence the boat services are required from shore (as above) to Dredgers working at said areas only. However in case Haldia Port insists dredging at other bars (areas) of channel, the boat services are required as below which are kept as optional items only:

<u>OTHER ITEMS LIKELY TO BE OPERATED</u>				
3(a)	FROM:- Haldia <u>Tug jetty/Lock gate of HDC/Silverjet jetty area</u> TO:- <u>Haldia Anchorage</u>	Per one way passage only		
(b)	FROM:- Haldia <u>Tug jetty/Lock gate of HDC/Silverjet jetty area</u> TO:- <u>Sagar</u>	Per one way passage only		
(c)	FROM:- Haldia <u>Tug jetty/Lock gate of HDC/Silverjet jetty area</u> TO:- <u>Haldia Oil Jetty-1/Barge Jetty/HFC Jetty</u>	Per one way passage only		
4(a)	FROM:- <u>Jellingham Bar</u> TO:- <u>Haldia Anchorage</u>	Per one way passage only		
(b)	FROM :- <u>Jellingham Bar</u> TO:- <u>Sagar</u>	Per one way passage only		
5	Price variation of Fuel	1) Base price of fuel Rs.....per ltr. 2) Average consumption of fuel _____ litres per running hour		

Note: - 1) The base price of fuel will be the price as on the **date of submission of bid** and same to be submitted by the successful tenderer within ten days from the date of issue of work order. **Fuel consumption maximum upto 25 liters/hr or pro-rata will be allowed for the purpose of fuel escalation.**

2) The bidders should quote for two boats and require to quote in two separate BOQ (Price Bids) for both the boats as above.

3) For operation of boat(s) from shore to different Bars (areas) in the channels, the prospective bidders are advised to verify the “Hugli River” Navigational chart 3011 (published by Naval Hydrographic office, Dehradun) to know the Geography and the location of different bars from upstream Haldia to downstream especially covering the areas Jellingham, Haldia Anchorage & Eden (trips mainly require at this areas) and other areas. The rough diagram showing the

locations of Shore points “Silverjet jetty Area”, “Lock Gate of HDC” and “Tug jetty” and the different Bars (areas) where the boat(s) is (are) require to make routine trips from shore is enclosed for ready reference.

NAME & SEAL OF CONTRACTOR

3. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(to be executed on non-judicial stamp paper worth Rs.100/-)

Bank Guarantee No.

Date:

To
The Head of the Department,
Project Division-II,
Dredging Corporation of India Ltd.,
“Dredge House”, Port Area,
Visakhapatnam – 530 001.

WHERE AS (hereinafter) called “the Tenderer” has submitted its tender datedfor the execution of (name of work).....(hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, 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”) hereinafter called the “CORPORATION”.

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

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

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
 - (a) during the period of Tender validity specified in the Tender,
 - or
 - (b) having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
2. Fails or refuses to execute the Agreement, if required or
3. Commence the work as per the Letter of Intent or 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.....(Rupeesonly) 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 of2019

For

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

4. FORM OF CONTRACT AGREEMENT

This agreement made this _____ day of _____ BETWEEN the
..... , a body corporate under having its registered office at
..... (hereinafter called “the Employer”, “which expression
shall unless excluded by or repugnant to the context, be deemed to include their successors in
office) _____ of _____ the _____ One _____ Part
AND _____

(name and address of the CONTRACTOR if any individual and of all partners if a Partnership
with all their addresses) (hereinafter called the “CONTRACTOR” which expression shall
unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors,
administrators, representatives and assigns or successors in office) of the Other Part.

WHEREAS the “Employer” is desirous of _____

_____ and the Contractor has offered to

AND WHEREAS the CONTRACTOR has deposited a sum of Rs. _____ as Performance
Security in the form of _____ for the due fulfillment of all the Conditions of
the Contract:

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are
respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of
this agreement viz:
 - The Contract Agreement
 - The Letter of Acceptance
 - The Tender submitted by the Contractor
 - Instructions to Tenderer
 - Conditions of Contract
 - Specification for the Works
 - Price Bid
 - Correspondence exchanged before the issue of letter of acceptance by which the
Conditions of Contract are amended, varied or modified in any way by mutual
consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in
conformity, with the provisions of the Contract in all respects.

CONTRACTOR

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.

Signed and sealed by:

CONTRACTOR

Signature :

Signature:

Name :

Name :

Designation :

Designation

Seal :

Seal :

In the presence of

Witness

a) Signature

Signature

Name & Address:

Name & Address:

5. FORM OF BANK GUARANTEE BOND
(IN LIEU OF PERFORMANCE SECURITY DEPOSIT)

Bank Guarantee No.

Date

To
Dredging Corporation of India Limited

.....
.....

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the “DCI”) having agreed to exempt M/s..... having its Registered Office at(herein after called the said “Contractor” from the demand under the terms and conditions of an Agreement / Contract / Work Order datedmade between DCI and Contractor for(herein after called the said “Agreement”), of Security Deposit for the due 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 of2019.

6. Qualification Requirements

(Referred to in Clause 11.2 of ITB)

A) Financial Qualification:

The bidder should furnish

- i) Audited balance sheet for the last three years as required under Clause 7.2.4 of ITB.

B) Technical Qualification:

The documentary evidence of bidder's technical competence should include a Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:

- Brief description of the work
- List of equipments deployed
- Contract amount
- Time limit for completion
- Whether the work has been completed within the time
- Whether any liquidated damages have been levied.

7. Details of the Mechanised Steel Hull boat of not less than 180 HP

(Should be given separately for each boat)

1. **Name of the Boat** :
2. Name of the owner :
3. Builder's name and Address :
4. Year of built :
5. Main dimensions :
 - Length :
 - Breadth :
 - Depth :
 - Draft :
6. Model & year of manufacture of Engine. :
7. Make of Engine :
8. Horse Power of Engine :
9. Speed of Steel Hull Boat :
10. Particulars of registry of Steel Hull Boat and year of registry. :
11. Single screw or twin screw :
12. (a) Carrying capacity of persons :
(b) Carrying capacity of equipment and material :
13. Registration Certificate :
14. Communication system held in operational condition on board. :
15. LSA (Life Saving Appliances) :
FFA (Fire Fighting Appliances) :

16. Place where the Steel Hull Boat is presently available:

NOTE: (1) If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the Steel Hull boat/boats should be submitted on stamp paper duly notarized along with Tender.

PROFORMA

Date: -----

To
The Head of the Department,
Project Division-II,
Dredging Corporation of India Ltd.,
'Dredge House', Port Area,
Visakhapatnam – 530 001.

Sir,

Sub: Tender for 'Supply, manning and running of two nos. mechanized boats of not less than 180 HP at Haldia for providing shore support services including transportation of men and materials from shore to dredgers and back' – Reg.

A. With reference to your Tender No. DCI/Div-II/ OPS/ HAL/R.Boat/2018-19, dated 20-03-2019 and as per Cl. No.7.2.14 of Instructions to Bidders of Contract, we hereby certify that, we do not have any current litigation with any party/ firms.

'or'

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

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

Thanking you,

Yours faithfully,

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

PROFORMA

Date: -----

To
The Head of the Department,
Project Division-II,
Dredging Corporation of India Ltd.,
'Dredge House', Port Area,
Visakhapatnam – 530 001.

Sir,

Sub: Tender for 'Supply, manning and running of two nos. mechanized boats of not less than 180 HP at Haldia for providing shore support services including transportation of men and materials from shore to dredgers and back' – Reg.

A. With reference to your Tender No. DCI/Div-II/ OPS/ HAL/R.Boat/2018-19, dated 20-03-2019 and as per Cl. No.7.2.19 of Instructions to Bidders of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'or'

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

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

Thanking you,

Yours faithfully,

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

PROFORMA

Date: -----

To
The Head of the Department,
Project Division-II,
Dredging Corporation of India Ltd.,
'Dredge House', Port Area,
Visakhapatnam – 530 001.

Sir,

Sub: Tender for 'Supply, manning and running of two nos. mechanized boats of not less than 180 HP at Haldia for providing shore support services including transportation of men and materials from shore to dredgers and back' – Reg.

A. With reference to your Tender No. DCI/Div-II/ OPS/ HAL/R.Boat/2018-19, dated 20-03-2019 and as per Cl. No.7.2.20 of Instructions to Bidders of Contract, we hereby undertake that, 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 PC Act in connection with the bid.

and,

B. As per Cl. No.7.2.21 of Instructions to Bidders of Contract, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

PROFORMA

Date: -----

To
The Head of the Department,
Project Division-II,
Dredging Corporation of India Ltd.,
'Dredge House', Port Area,
Visakhapatnam – 530 001.

Sir,

Sub: Tender for “Supply, manning and running of two nos. mechanized boats of not less than 180 HP at Haldia for providing shore support services including transportation of men and materials from shore to dredgers and back”– Reg.

With reference to your Tender No. DCI/Div-II/ OPS/ HAL/R.Boat/2018-19, dated 20-03-2019 and as per Cl. No.7.2.23 of Instructions to Bidders of Contract, we hereby furnished our Bank Account details for payment through E-transfer as follows:

- 1. Name of the Firm :
- 2. Name of bank :
- 3. Name of branch :
- 4. Account No. :
- 5. IFSC No. of the Bank :

Thanking you,

Yours faithfully,

Integrity Pact Form

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

And

_____hereinafter referred to as "The Bidder/Contractor"

Preamble

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

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

Section 1-Commitments of the Principal.

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractors will not use improperly, for purposes of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder(s)/ contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers is placed at {page nos. 6 – 7).
 - 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.

- f. Bidder(s) / Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter. (Addition)
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the" Guidelines on Banning of business dealings". Copy of the" Guidelines on Banning of business dealings ” is placed at {page nos. 6 – 7).

Section4: Compensation for Damages

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

Section5: 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 anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in" Guidelines on Banning of business dealings".

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

1. In case of subcontracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all bidders and contractors.
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 Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/ Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He reports to the Chairman, DCIL.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
- (4) The Monitor is under contractual obligations to treat the information and documents of the Bidder (s) / Contractor (s) / Sub-contractor (s) with confidentiality. The monitor has also signed declaration on ‘NON-Disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DCIL and recuse himself /herself from that case.

- (5) 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.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she 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.
- (7) 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.
- (8) If the Monitor has reported to the Chairman DCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman DCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The Word 'Monitor' would include both singular & plural.

Section 9- Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders & 6 months after the contract has been awarded. **Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings**

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

Section 10-Other provisions

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 or a consortium, this agreement must be signed by all partners or consortium members.
4. 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.
5. **Issues like warranty / Guarantee etc. shall be outside the purview of IEMs**
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 the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name & Address)

Witness2:

(Name & Address)

SECTION VII

**CHECK LIST FOR
TECHNO-COMMERCIAL BID**

SECTION – VII
CHECK LIST FOR TECHNO- COMMERCIAL BID

1. A Bid Form **except** the Price Schedule
2. A list of works in hand/being executed as on the date of submission of tender.
3. A detailed list of vessels / equipment available with the tenderer and which are proposed for deployment for the work.
4. Details of the Mechanized Steel Hull boat Proposed for Hire BOAT.
5. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - Audited balance sheet for the last three years;
 - Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:
 - Brief description of the work
 - List of equipments deployed
 - Contract amount
 - Time limit for completion
 - Whether the work has been completed within the stipulated time.
 - Whether any liquidated damages have been levied.
6. Earnest money deposit in the form of
 - NEFT / RTGS **or**
 - Bank Guarantee
7. Cost of tender document – to be remitted through NEFT/ RTGS and copy of electronic receipt / UTR to be enclosed with the tender.
8. PAN Number
9. Registration with Provident Fund Authorities
10. G. S. T. registration number.
11. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
12. 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.
13. Information regarding any current litigation in which the tenderer is involved.
14. Copies of original certificates of registration etc. of the Steel Hull Boat proposed to be offered to DCI including copy of the existing insurance policy covering the Steel Hull boat, crew and third party.
15. Copies of original license for carrying men and material from local / port authorities to the dredger in the port waters.
16. Copy of clear title of the ownership of the Steel Hull boat if the tenderer is not the owner of the Steel Hull boat, necessary documents in support of the authorization granted by the owner of the Steel Hull boat to the tenderer to offer and operate the mechanized Steel

Hull boat/boats by the tenderer. (This authorization shall be executed on a stamp paper duly notarized).

17. The bidder shall have to give a Certificate as specified in Clause 27 of GCC. Original Integrity Pact agreement with Dredging Corporation of India Ltd executed on Rs.100/- stamp paper (Annexure-V)
18. Downloaded/ Purchased Tender Document duly signed along with office seal on all the pages by tenderer.
19. Details of Bank account for Electronic transfer of payments.

SECTION VIII

ROUGH DIAGRAM OF SHORE POINTS FROM WHERE BOAT IS REQUIRED TO OPERATE AND LOCATIONS OF BARS (AREAS)



JELLINGHAM BAR

SHORE LOCATIONS

(BOAT IS REQUIRED TO OPERATE FROM ANY OF THE ABOVE LOCATIONS,

AT PRESENT BOAT IS OPERATING FROM SILVERJET JETTY AREA)


