

DREDGING CORPORATION OF INDIA LIMITED

REGIONAL OFFICE: PARADIP

ROOM NO.5 & 6 FIRST FLOOR,
OLD TRADE CENTRE, NEAR HANUMAN TEMPLE,
PARADIP- 754142, TELEPHONE NO. 06722 -221161
E – MAIL ID: rgm.paradip@dcil.co.in , poparadip@dcil.co.in

Ref: DCI/OPS/PDP/SUB-CONT/2020

Date: 31.08.2020

TENDER FOR :CHARTERING OF CUTTER SUCTION DREDGER ON CU.M BASIS AND DISPOSAL THROUGH SHORE AND FLOATING PIPELINE AT NORTHERN SEA SHORE AT A DISTANCE OF 1.0KM APPROXIMATELY FOR CARRYING OUT DREDGING AT NORTH BOT COMPLEX (NDC) AT PARADIP PORT".

Tender issued to:

M/s. _____

Regional General Manager
M/s. Dredging Corporation of India Ltd.,
RO. Paradip

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DUE DATES:

1	Issue of Tenders	:	31.08.2020 to 07.09.2020 up to 15:00 Hrs.
2	Last date of receipt of Tenders	:	07.09.2020 up to 15:00 Hrs
3	Opening of Techno commercial Bids (Cover A)	:	07.09.2020 at 15:30 Hrs

Regional General Manager
M/s. Dredging Corporation Of India Ltd.
Regional Office Paradip

INDEX TO SECTIONS

Section No.	Description	Page No.
I	INVITATION FOR BIDS (IFB)	4
II	INSTRUCTIONS TO BIDDERS (ITB)	7
III	GENERAL CONDITIONS OF CONTRACT (GCC)	16
IV	SPECIAL CONDITIONS OF CONTRACT (SCC)	27
V	TECHNICAL SPECIFICATIONS	33
VI	SAMPLE FORMS	34
VII	PRICE SCHEDULE	36
VII	CHECK LIST FOR TECHNO- COMMERCIAL BID	43
VIII	VENDOR REGISTRATION FORM	47
IX	FORMAT FOR JOINT VENTURE/CONSORTIUM AGREEMENT	48
VIII	DRAWING	57

SECTION - I
INVITATION FOR BIDS (IFB)

NOTICE INVITING TENDER

Ref: DCI/OPS/PDP/SUB-CONT/2020

Date: 31.08.2020

Sealed Tenders are invited in two covers system (i.e.) Cover-A "Techno-Commercial Bid" and Cover-B "Price Bid" by DREDGING CORPORATION OF INDIA LIMITED, Regional office paradip from experienced contractors for the work of "Chartering of cutter suction dredger on Cu. M basis and disposal through shore and floating pipeline at Northern sea shore at a distance of 1.0KM approximately for carrying out dredging at north BOT complex (NDC) at paradip port".

1.	Name of Work	:	"Chartering of cutter suction dredger on Cu. M basis and disposal through shore and floating pipeline at Northern sea shore at a distance of 1.0 km approximately for carrying out dredging at North BOT complex (NDC) at paradip port".
2	Estimated Cost	:	Rs.12.00 Crores excluding GST
3.	Period of Contract	:	Four (04) months from the date of issuance of work order
4	Mobilization & commencement of dredging	:	Within 30 days from the date of issuance of work order
5.	Earnest Money Deposit	:	Rs.6,00,000.00 (Rupees Six Lakhs only) to be remitted through NEFT/RTGS and copy of electronic receipt / UTR to be enclosed with the tender or in the form of Bank Guarantee as per format provided in the tender. The details of DCI Current Account at Canara Bank is as follows:- DCI Current Account No:- 35833070000014 Branch Name: - DCI Ltd, Port Area Branch, Visakhapatnam-530001. IFSC/RTGS No:-SYNB0003583, Swift Code No. SYNBINBB032
6	Date of download of Tender document from DCI Website	:	31.08.2020 to 07.09.2020 up to 15:00 Hrs at the office of the Regional General Manager M/s. Dredging Corporation of India Limited. Project Office, Paradip, Room No.5 & 6 1st Floor, Old Trade Centre, near Hanuman Temple, Paradip- 754142 , E- Mail ID: rgm.paradip@dcil.co.in , poparadip@dcii.co.in Phone: 06722 -221161
7	Last date of receipt of Tenders	:	07.09.2020 up to 15:00 Hrs in the Office of the Regional General Manager M/s. Dredging Corporation of India Limited. Project Office, Paradip, Room No.5 & 6 1st Floor, Old Trade Centre, near Hanuman Temple, Paradip- 754142 , E- Mail ID: rgm.paradip@dcil.co.in , poparadip@dcii.co.in Phone: 06722 -221161

8	Opening of Techno-Commercial Bids	:	07.09.2020 at 15:30 Hrs in the Office of the Regional General Manager M/s. Dredging Corporation of India Limited. Project Office, Paradip, Room No.5 & 6 1st Floor, Old Trade Centre, near Hanuman Temple, Paradip- 754142 , E-Mail ID: rgm.paradip@dcil.co.in , poparadip@dcii.co.in Phone: 06722 -221161
10	Cost of Tender Documents	:	Rs 5000.00 + GST 18% on Rs.5000/- i.e Rs.5900/- (Rupees Five Thousand Nine hundred only) (nonrefundable) to be remitted only through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender. The details of DCI Current Account at Canara Bank is as follows:- DCI Current Account No:- 35833070000014, Branch Name:- DCI Ltd Port Area Branch, Visakhapatnam , IFSC / RTGS No:- SYNB0003583 , MICR code: 530025003 SWIFT Code No:- SYNBINBBO32

Pre-Qualification Criteria:

Experience of having successfully completed similar type of works for carrying out capital dredging / maintenance dredging works by deploying TSHDs/CSDs

1. During the last seven years, ending last day of month previous to the one in which tenders are invited should be any of the following:
 - a. Three similar completed works each costing not less than the amount of Rs.4.80 Crores, exclusive of GST.
 - OR
 - b. Two similar completed works each costing not less than the amount of Rs.6.00 Crores, exclusive of GST.
 - OR
 - c. One similar completed work costing not less than the amount of Rs.9.60 Crores, exclusive of GST.
2. Average annual financial turn over during the last 3 years ending 31st March 2020 should be at least Rs.3.60 Crores, exclusive of GST.

Interested eligible Tenderers may obtain the Tender documents from the websites: www.dredge-india.com, <http://eprocure.gov.in>.

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

Regional General Manager
M/s. Dredging Corporation of India Limited.
Project Office, Paradip, Room No.5 & 6 1st Floor,
Old Trade Centre, near Hanuman Temple, Paradip- 754142 ,
E- Mail ID: rgm.paradip@dcil.co.in , poparadip@dcii.co.in
Phone: 06722 -221161

Interested parties may visit the same. The blank proposal document can also be downloaded from our DCI Website. In such a case, the party is required to submit the tender along with the cost of tender document in the form e-Challan (copy to be enclosed in technical Bid / cover).

The downloaded document is required to be registered by forwarding a request letter to DCI Ltd., indicating their expression of interest of participation in bidding, credentials of experience, PAN Number, GST and enclosing cost of tender document as said above, so as to reach Regional General Manager, M/s. Dredging Corporation of India Limited. Project Office, Paradip, Room No.5 & 6, 1st Floor, Old Trade Centre, near Hanuman Temple, Paradip- 754142 before the closing date as afore said, through an authorized person/agent/or by Registered Post/Speed Post/Courier.

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

Dredging Corporation of India Ltd. reserves the right to:

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

Regional General Manager
M/s. Dredging Corporation of India Ltd
Regional Office Paradip

SECTION II
INSTRUCTIONS TO BIDDERS-(ITB)

TABLE OF CLAUSES

Clause Number	Topic	Page Number
A. Introduction		
1.	Eligible Bidders	08
2.	Cost of Bidding	08
B. Bidding Documents		
3.	Content of Bidding Documents	08
4.	Clarification of Bidding Documents	08
5.	Amendments of Bidding Documents	09
C. Preparation of Bids		
6.	Language of Bid	09
7.	Documents Comprising the Bid	09
8.	Bid Form	10
9.	Bid Prices	10
10.	Bid Currencies	10
11.	Documents Establishing Bidder's Eligibility and Qualification	10
12.	Earnest Money Deposit	11
13.	Period of Validity of Bids	11
14.	Format and Signing of Bid	11
D. Submission of Bids		
15.	Sealing and Marking of Bids	11
16.	Deadline for Submission of Bids	12
17.	Late Bids	12
18.	Modification of Bids	12
E. Opening and Evaluation of Bids		
19.	Opening of Bids by DCI	12
20.	Clarification of Bids	13
21.	Preliminary Examination	13
22.	Evaluation and Comparison of Bids	13
23.	Contacting DCIL	13
F. Award of Contract		
24.	Post – Qualification	14
25.	Award Criteria	14
26.	Right to Vary period of contract at time of Award	14
27.	Right to Accept Any Bid and to Reject Any or All Bids	14
28.	Notification of Award	14
29.	Signing of Contract	14
30.	Performance Security	15
31.	Corrupt and Fraudulent Practices	15
32.	General	15

SECTION - II
INSTRUCTIONS TO BIDDERS- (ITB)

A. Introduction

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to Dredging Contractors who satisfy the conditions stipulated in the bid document.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Limited (DCI) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 1.3 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of DCIL.
- 1.4 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 DCIL will in no way be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. 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
 - Performa For Bank Guarantee for Earnest Money Deposit
 - Agreement Form
 - Performance Security Form
 - Qualification Requirements
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

4. Clarification of Bidding Documents

- 4-1 No press notification for any amendment will be issued. However, prospective bidders have to visit the websites www.dredge-india.com, <http://eprocure.gov.in> before the date of submission for any corrigendum/ addendum.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, DCIL 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 placed on websites only. Respective bidders are requested to see the website accordingly.

- 5.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, DCIL 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 DCIL 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 2020.
- 7.2.5 The dredging work assigned to the bidder has to be tentatively started by last-week of September '2020. Contract period of Four months is including mobilization & commencement of work and completion of work. Contractor has to submit detail methodology of completing the work in above period of Four months with bar chart along with tender submission.
- 7.2.6. Earnest money deposit in the form of e- challan (e- receipt to be enclosed)/ Bank Guarantee furnished in accordance with ITB Clause 12.
- 7.2.7. PAN Number issued by Income Tax Authorities.
- 7.2.8 GST Registration Number
- 7.2.9 Registration with Provident Fund Authorities.
- 7.2.10. Power of Attorney on stamp paper, in favor of the person authorized to sign the tender document.
- 7.2.11. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
- 7.2.12. Information regarding any current litigation in which the tenderer is involved.
- 7.2.13. Copies of original valid certificates of registration etc., CSD/ crafts proposed to be offered to DCI Ltd., including copy of valid insurance policy covering Third Party if any.
- 7.2.14 Copy of clear title of the ownership of the Cutter suction dredger and crafts proposed for deployment. If the tenderer is not the owner of the CSD/ crafts, necessary documents in support of the authorization or lease granted by the owner of the CSD/ crafts to the tenderer to offer and operate the CSD/ crafts by the tenderer. This authorization or lease shall be executed on a stamp paper/letter duly notarized.
- 7.2.15. 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-I)**
- 7.2.16. 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-II)**
- 7.2.17. The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid **(Annexure-II)**.
- 7.2.18. The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved **(Annexure-III)**.

7.2.19. Vender Registration form (**Annexure –IV**)

7.2.20. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.

DCI reserves its right to inspect CSDs/ crafts proposed for deployment and seeks any other details / documents to ascertain the competence of the tenderer. Suitability of the CSD/ crafts as per tender conditions will be decided by Committee appointed to inspect CSD/ crafts. As per Committee report, if CSD/ crafts are 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 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 DCIL's satisfaction that the Bidder has the financial & technical, capability and competency necessary to perform the contract as per Qualification Requirements in Qualification Requirement Form 6;

11.3. The bidder should furnish the details of the Cutter suction CSD and other connected crafts / allied equipment proposed for hiring in Section-VI of Sample Forms.

12. Earnest Money Deposit (EMD)

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, the Earnest Money Deposit by the way of e-challan for an amount of Rs.6,00,000.00 (Rupees Six Lakhs) submitted to the bank as detailed from any Scheduled or Nationalized Indian Bank or unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank as per enclosed sample. The same should be attached with the tender and placed in "Cover-A". The Earnest Money Deposit shall not carry any interest including the extended period.

12.2 The Earnest money is required to protect DCIL against the risk of Bidder's conduct, which would warrant the earnest money forfeiture, pursuant to ITB Clause 12.6.

12.3 The earnest money deposit submitted by e-payment or a bank guarantee issued shall be valid for thirty (30) 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 DCIL 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 expiration of the period of bid

validity prescribed by DCIL pursuant to ITB Clause 13 without interest.

12.6 The earnest money deposit may be forfeited:

(a) If a Bidder:

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

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

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

(i) to sign the contract in accordance with ITB Clause 29; or

(ii) to furnish performance security in accordance with ITB Clause 30.

13. Period of Validity of Bids

13.1 The Tenderer should keep open the validity of the Bid for 60 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 60 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 super scribed with the words - Cover-A "Techno-Commercial Bid" for the work "Chartering of cutter suction dredger on Cu. M basis and disposal through shore and floating pipeline at Northern sea shore at a distance of 1.0KM approximately for carrying out dredging at north BOT complex (NDC) at paradip port" to be submitted on or before 15: 00 Hrs on 07.09.2020.

15.2 The Price Bid containing only tendered amount is required to be put in another sealed cover super scribed with the words - Cover-B "Price Bid" for the work "Chartering of cutter suction dredger on Cu. M basis and disposal through shore and floating pipeline at Northern sea shore at a distance of 1.0KM approximately for carrying out dredging at North BOT complex (NDC) at paradip port" to be submitted on or before 15:00 Hrs on 07.09.2020.

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 superscripted with the words for the work "Chartering of cutter suction dredger on Cu. M basis and disposal through shore and floating pipeline at Northern sea shore at a distance of 1.0KM approximately for carrying out dredging at North BOT complex (NDC) at paradip port" to be submitted on or before 15:00 Hrs on 07.09.2020 to be submitted to the Regional General Manager Regional Office, Paradip, Room No.5 & 6 1st Floor, Old Trade Centre, near Hanuman Temple, Paradip- 754142 E-Mail ID: rgm.paradip@dcil.co.in poparadip@dcil.co.in, Telephone No. 06722 -221161 on or before stipulated due date & time for submission of tender.

15.4 If the outer cover is not sealed and marked as required by ITB Clause 15.3, DCIL 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 DCIL at the address specified under Invitation of Bids (ITB) no later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for DCIL, the bids will be received up to the appointed time on the next working day.
- 16.2 DCIL 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 DCIL 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 DCIL after the deadline for submission of bids prescribed by DCIL pursuant to ITB Clause 16 due to reason as mentioned in 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 DCIL 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 DCIL, 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, DCIL 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 DCIL will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, in line with the pre-qualification criteria given in NIT.
- 21.2 DCIL 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, DCIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 12), Applicable Law (GCC Clause 23), and Taxes and Duties (GCC Clause 25), Performance Security (GCC Clause 5), and Force Majeure (GCC Clause 17) will be deemed to be a material deviation. DCIL'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 DCIL 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 CSD/crafts proposed for deployment shall have the following amenities/arrangements/provisions to utilize at Paradip Port as specified in the scope of work.
- 22.3.1 Adequate radio / VHF communication, all statutory requirements such as Life saving Appliances, Fire Fighting Appliances etc. as per relevant rules.
- 22.4 Bill of quantities shall be inclusive of all expenditure viz man power , material, Port dues, berth hire charges, anchorage etc, plying permissions, mobilizing & demobilizing of Cutter suction dredger /crafts, Idle time charges, Port entry passes, fuel including Lube oils and all consumable items for the CSD.

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 DCIL 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, DCIL 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 DCIL deems necessary and appropriate.

25. Award Criteria

Subject to ITB Clause 28, DCIL 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:

Contract period is for Four months including mobilization & commence and completion of work. Rates quoted should be valid and operative for the extendable period, in case of excess in quantity for which contract is extended as per requirement. DCI may by written notice intimate the Contractor to extend the contract further depending on requirement. For all extensions given by DCI, Contractor has to execute the work as per the rates quoted in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in

Tender Document. DCI reserves the right regarding giving extension/curtailment.

In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving (07) seven days' notice. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period if any, Contract can be terminated by giving (07) seven days' notice by the Regional Office, Paradip. 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.

The quoted/ negotiated rates should be valid and operative during entire contract period inclusive of extension if any. Contractor has to execute and complete the work within Four months including mobilization & commencement of dredging, with $\pm 20\%$ BOQ quantity. If the quantity is more than +20%, extension of time period will be granted proportionately.

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

- 27.1 DCIL 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 or 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 DCIL 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 DCIL 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, DCIL:
- 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 anything 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;

- 31.1.1.4 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 into the other items 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 Signatures in the Document shall be dated.
- 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 DCIL, Regional Office, Paradip till placing of work order.

SECTION - III
GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

Clause Number	Topic	Page Number
1.	Definitions	17
2.	Application	17
3.	Standards	18
4.	The Contract & General Obligations of Contractor	18
5.	Contractor to Indemnify DCIL against all claims for loss, Damages etc.	19
6.	Performance Security	20
7.	Insurance	20
8.	Payment	21
9.	Prices	21
10.	Change Orders	22
11.	Contract Amendments	22
12.	Assignment	22
13.	Subcontracts	22
14.	Delays in Contractor's Performance	22
15.	Liquidated Damages	22
16.	Termination for Default	23
17.	Force Majeure	23
18.	Termination for Insolvency	23
19.	Termination for Convenience	23
20.	Settlement of Disputes	24
21.	Limitation of Liability	24
22.	Governing Language	24
23.	Applicable Law	24
24.	Compliance with Statutory Requirement	24
25.	Taxes and Duties	25
26.	Income Tax Deductions	25
27.	Employment of Relatives	25
28.	Notices	25
29.	Joint Venture	26

SECTION - III
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definition

- 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 "MD" means the Managing Director of DCI.
 - 1.1.3 "The Contract" means the agreement entered into between DCIL 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 DCIL 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 DCIL'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 who's tender / offer has been accepted by DCIL and includes the Contractor's Representatives, heirs, successors and assigns, if any permitted by DCIL.
 - 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 DCIL 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" mean the General Conditions of Contract contained in this section.
 - 1.1.14 "SCC" mean the Special Conditions of Contract.
 - 1.1.15 "Day" mean 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.

2. Application

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

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
 - 4.1.3 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, Mob & De-Mob, all his cost of man power, fuel and lubes, spares, watch-keeping, running repairs expenses, Spares of the Cutter suction dredger /crafts, pipeline, wages of crew, all port dues, Port entry passes, wharfage/ berth charges, pilotage charges, Customs charges if any, Idle Time, contractor's office/ accommodation, payment of fees, duties and taxes excluding GST.
- 4.6 Contractor is Responsible for safety of the Cutter suction dredger/crafts 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.
- 4.7 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 his 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.

- 4.8 Contractor is Responsible for all Damages to Other Structures / Persons, Caused by him in Executing the Work. The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to DCIL or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified DCIL 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 DCIL, unless otherwise stipulated in the Contract. Contractor is deemed to indemnify PPT and DCI for any of damage to third party on account of his operations in PPT waters.

The contractor shall at his own protect and take all precautions in regard to the personnel or structure or services or properties belonging to the PPT/DCI shall indemnify and keep indemnified the PPT/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 Contactor's workmen. Cost of insurance cover, if any in Paradip port waters.

- 4.9 Fossils, Treasures troves etc are DCI's property

The contractor shall immediately inform the Engineer's 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 DCIL and protect them from being damaged by his workmen and arrange for disposal of them at DCIL's expense as per the instruction of the Engineers representative.

5. Contractor to Indemnify DCIL/ PPT against all Claims for Loss, Damages etc.

- 5.1 The Contractor shall be deemed to have indemnified DCIL against all claims, demands, actions and proceedings and all costs arising there from on account of:
- 5.2 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.
- 5.2.1 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 DCIL or any other person.
- 5.2.2 Damage / injury caused to waterway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- 5.2.3 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 CSD /crafts are not being engaged by DCI.
- 5.2.4 The CSD /crafts should be adequately lit as per port rules/ Concern Authority norms and regulations and should have adequate lighting arrangements during operation.
- 5.2.5 The Contractor has to follow all safety regulations for smooth and un-interrupted dredging operations.
- 5.2.6 In the event of the breakdown / deficiency in CSD/crafts deployed, the Contractor has to replace the same within (07) seven days. The replaced CSD/crafts should not be changed in specifications as agreed previously in line with the tender. In the event the Contractor fails to make arrangement for substitute CSD/crafts, DCI will arrange a substitute at the risk and cost of the Contractor. No mobilization or de-

mobilization will be paid for the substitute CSD/crafts. Maximum 10 days will be permitted to replace the CSD in case of major breakdown with the same completion schedule.

5.2.7 The CSD/crafts should be available for operations round the clock.

5.3 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 DCIL's Register or to the Registered Office of the Contractor. Notice will be informed through e-mail.

5.4 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.

6 Performance Security

6.1 Within Ten (10) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security at 10% of the contract value to DCI.

6.2 The proceeds of the Performance Security shall be payable to DCIL as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.

6.3 A sum equal to 10% of the of the contract value as indicated in work order shall be deposited by the contractor by e- payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favor of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure enclosed. Bank Guarantee shall be valid for 120 days and shall be extended in case of further extension of work.

6.4 At the option of contractor, EMD can be converted at part of Performance Security and balance performance security shall be submitted in the form of BG/e- payment to DCI Canara Bank as per account details given.

6.5 In case the contract is further extended by giving additional quantity, sum equal to 10% of the contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from DCI. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Regional General Manager. If Bank Guarantee is submitted against Performance Security, it should be valid till completion of work including extended period if any.

6.6 The performance security will be discharged by DCIL and returned to the Contractor not later than Sixty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the contract.

7 Insurance

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

7.2 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.

7.3 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).

7.4 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)

- 7.5 The CSD/crafts shall have required number of life jackets, safety devices, fenders, anchors etc. The CSD/crafts along with crew shall be insured for any mishaps.
- 7.6 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.
- 7.7 The contractor shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times.
- 7.8 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 DCIL, then and in any such case DCIL 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.
- 7.9 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.
- 7.10 The contractor shall without limiting his or DCIL's obligation and responsibilities, endorsement of Co-insurance and waiver of subrogation in favor of DCI and PPT to be issued.

8. Payment:

- 8.1 The Contractor's request(s) for payment shall be made to the Regional General Manager, RO DCIL, Paradip in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 8.2 The Bill for Services rendered will be scrutinized by RGM, RO, Paradip and forwarded to Head Office for releasing the payment on monthly basis. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
- 8.3 In addition to Performance Security, retention amount of 5% of bill will be deducted from monthly bill value and same shall be refunded along with Performance security.
- 8.4 PPT shall conduct at their cost Pre- dredge survey after placing work order on L-1 bidder jointly with DCIL and contractors representative. These signed charts by contractor, PPT and DCIL will form basis for releasing of RA Bills.
- 8.5 Monthly bill survey will be carried out jointly by PPT/DCI/Third party appointed by PPT or DCI at the cost of PPT. The payments will be released by DCI to contractor on back to back basis. (Back to back means the quantity allowed by PPT as per the joint bill survey). The monthly payment will be released by DCI to contractor within 30 days upon receipt of payment from PPT. Check surveys also shall be carried out by PPT depending upon availability of launch. In case PPT charges for the same, same shall be deducted from your monthly running bills.
- 8.6 Contractor is free to conduct additional check surveys, progress surveys at his own cost, if desired. The payment will be made only for services provided as per Price Bid/ Negotiated Rates. Payment shall be made promptly by DCIL, Head Office within 30 days from receipt of the payment by DCI from PPT for the quantity certified. Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill. PPT may release the monthly payment to DCIL tentatively in 30 days from date of submission of the bill to PPT.

9. Prices

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.

10. Change Orders

- 10.1 DCIL 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.
- 10.2 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 DCIL's change order.

11. 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.

12. Assignment

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

13. Subcontracts

The Contractor shall not subcontract any part of the work without written permission of 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 DCIL.
- 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 DCIL 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, DCIL 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 17, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

15. Liquidated Damages

- 15.1 Subject to GCC Clause 17, if the Contractor fails to perform the Services within the period(s) specified in the Contract, DCIL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per day of the contract price will be charged for delay in mobilization & commencement of work / completion of whole work subject to maximum 10% of the contract price. Once the maximum is reached, DCIL may consider termination of the Contract pursuant to GCC Clause 16.
In case of completion of work as per schedule, in spite of delay in mobilization, the LD deducted will be refunded along with performance security.

16. Termination for Default

- 16.1 DCIL, 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:
- 16.2 if the Contractor fails to provide the service vide clause No.15 of GCC , or within any extension thereof granted by DCIL pursuant to GCC Clause 14; or
- 16.3 if the Contractor fails to perform any other obligation(s) under the Contract.
- 16.4 if the Contractor, in the judgment of DCIL, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this clause:
"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of DCIL, 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 DCIL of the benefits of free and open competition.
- 16.5 In the event DCIL terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, DCIL 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 DCIL for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

17. Force Majeure

- 17.1 Notwithstanding the provisions of GCC Clauses 14, 15, 16 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 17.2 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 DCIL contractual capacity, wars or revolutions, fire, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes. In the event of Force Major continues for a period of 28 days, either party may then give notice of termination that shall take effect 7 days after giving of the notice.
- 17.3 If a Force Majeure situation arises, the Contractor shall promptly notify DCIL in writing of such conditions and the cause thereof. Unless otherwise directed by DCIL 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.

18. Termination for Insolvency

DCIL 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 DCIL.

19. Termination for Convenience

DCIL 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 DCIL'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 (07) seven days will be given. Contractor shall be paid for the works executed as on date of Termination after receipt of payment from PPT.

20. Settlement of Disputes/ Arbitration clause

- 20.1 In case of dispute between DCI and the contractor, the issue will be referred to Chief General Manager (CGM), dredging Corporation of India Ltd and the decision of CGM, shall be final, conclusive and binding on all the parties and the contract up to all questions relating to the meaning of workmanship, or materials used on the work or any matter arising out or relating to the execute the same arising during the course of work. The above shall not be subject to arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of CGM.
- 20.2 Any dispute or difference arise between Owner/Charterer and DCI in connection with the contract or as to this rights 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 contract shall be referred to the arbitration by a sole Arbitration, as per the provisions of the Arbitration and Conciliation Act 1996 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.
- 20.3 The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

21. Limitation of Liability:

Except in cases of negligence or willful misconduct, the Contractor shall not be liable to DCIL, 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 DCIL.

22. Governing Language:

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

23. Applicable Law

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

24. Compliance with Statutory Requirements:

- 24.1 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 DCIL 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, DCIL is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, DCIL 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 DCIL is required or called upon to pay or reimburse on behalf of the contractor.

24.2 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. This is mandatory. 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 (RPF) 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.

25. Taxes and Duties

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

The GST will be reimbursed to the contractor subject to production of payment of proof for the previous bill for the subject work.

Any change in legislation during the contract period with regard to taxes, same will be applicable to this contract.

26. Income Tax Deduction/Tax deducted at source:

Deduction of income tax GST TDS and any other taxes if applicable shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax & GST Act.

27. 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.

28. Notices

- 28.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by e-mail or Fax and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 28.3 The tenderer shall have to give a Certificate that the Contractor had not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence the bid process and have not committed any offence under the PC Act in connection with the bid.
- 28.4 The tenderer shall have to give a Certificate that the Contractor shall disclose any

- payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.
- 28.5 As DCI is an ISO 14001: 2004 (Environmental Management System) certified company, DCI committed for prevention of pollution by implementing Environmental friendly operational procedures. Hence, the contractor shall comply with all statutory and regulatory requirements pertaining to Environmental protection. Also, the contractor shall adopt the Environmental friendly procedures for execution of the work to the maximum possible extent.
- 28.6 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 program, DCI may after giving one week 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 due to the contractors default as above, will be deducted from any payment due or becomes due to the contractor from this contract or from any other contract without prejudice to any other method of recovery.
- 28.7 Joint Venture: In case the tender is submitted in a joint Venture (JV), each member of the JV/consortium must satisfy at least the criteria indicated at (i), (vii) & (viii) above. Besides, the joint venture should be a registered company with separate entity and all joint venture agreements shall ensure that all parties of the joint venture are individually and jointly responsible for the tender conditions and such agreements are legally valid. Moreover, the DCI will be scrutinizing the following criteria for joint ventures / Technical collaboration agreement submitted under this tender:
- i. Joint venture should in the nature of legally acceptable agreements.
 - ii. Such agreements should be notarized or regulated.
 - iii. Such joint venture agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture in terms of financial and technical commitments /contribution. The JV should be severally and jointly responsible.
 - iv. If the joint venture is formed in India, the agreement shall be entered into by the parties on a stamp paper.
 - v. All joint venture companies must be required as per law of the relevant country.
 - vi. The validity of the joint Venture agreement entered upon on the award of Letter of Acceptance (LOA) by the DCI should continue for entire period of contract as specified in the tender.
 - vii. All Such agreements shall be irrevocable for the above periods.
 - viii. A copy of the agreement (On legal document) entered into by the joint venture partner shall be submitted with the tender as per the format given at Annexure- V and must be notarized.

**SECTION - IV
SPECIAL CONDITIONS OF CONTRACT (SCC)**

TABLE OF CLAUSES

Item Number	Topic	Page Number.
I	Scope of Work (GCC Clause 1)	28
II.	Bunkers and Fresh water	29
III.	Environmental Control	29
IV.	Performance Security (GCC Clause 6)	29
V.	Price Variation Clause (GCC Clause 9)	30
VI.	Liquidated Damages (GCC Clause 15)	30
VII.	Settlement of Disputes (GCC Clause 20)	30
VIII.	Compliance with Statutory Requirement (GCC Clause 24)	30
IX.	Notices (GCC Clause 28)	31
X.	Sunken Equipment	31
XI	Right of First Refusal	31
XII.	Integrity Fact	31

SECTION -IV
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

I. SCOPE OF WORK:

1. DCI intends to Charter CSD on Cu. M basis and dispose the material through shore and floating pipeline at a distance of 1.0 KM for carrying out dredging at North BOT complex (NDC) at Paradip Port.
The method of dredging operation is based on experience with similar type of operations. CSD will position its main spud in the soil. The side anchors are placed outside the dredging cut by means of the dredger's anchor booms or with the assistance of an anchor handle vessel. During the dredging activities, the CSD swings around the main spud by using its side winches. The forward movement is provided by the spuds. The operations of the CSD consist of cutting the soil with the cutter head and pumping the mixture of water and soil by means of the suction and discharge pumps. The discharge works will be through hydraulic filling of the dredged material transported to dispose area through shore and floating pipeline.
2. The quantity calculated using joint per surveys chart & Bill surveys chart, certified by PPT is payable on back to back basis.
3. The quantities mentioned in BOQ are only indicative and the actual quantities may vary by + or - 20% with respect to the pre-dredge surveys. It is envisaged that, the dredging material is predominantly sand, silt, soft / stiff clay and is amenable to CSD. However, stones, boulders, tree roots, elephant grass etc may be present in the proposed location and no additional payment / claims are allowed for clearing the same. The dredged spoil will be dumped through the combination of shore and floating pipeline at a distance of 1.0KM approximately at Northern sea shore. All required pipeline, accessories and maintenance of pipeline are to be arranged by contractor at his cost.
4. Deleted
5. The contractor has to provide vehicle/routine boat as and when required basis as per instructions of DCI/PPT to visit the site and CSD deployed.
6. Dredging will be carried out on in-situ quantity basis and difference in depths between pre and progressive/post dredge surveys will be considered for calculating the dredging quantity for payment as certified by PPT. Total quantity may vary up to + or - 20%. In case the quantity exceeds +20%, extension of time will be granted to complete the work with same rate, terms and conditions.
7. Dredging period of Four months is including mobilization & commencement of dredging works and to complete the work. Contractor has to submit detail methodology of completing the work with bar chart along with tender submission.
8. The CSD deployed shall be suitable to carry out dredging at the proposed site in Paradip Port waters.
9. The necessary clearance from PPT and other statutory agencies with regard to entry/exist of the Cutter suction dredger /Crafts shall be to the account of contractor during entire contract period /extended period if any.
10. While carrying out dredging, if any under water obstruction/ debris encountered or any visible debris, same should be brought to the notice of PPT/ DCIL.
11. Slopes & Tolerance: Payment shall be considered on in-situ measurement basis. Horizontal Tolerance of + or - 1.0M, Vertical Tolerance of (-) 0.2m and side slopes of 1:3 shall be considered for payment.
12. Daily dredging reports shall be maintained onboard the CSD and should be submitted on

daily basis to DCIL for monitoring the work.

13. The cutter suction dredger should be equipped with dredging instrumentations like production meter, cutter ladder depth indicator, position fixing / Dredging software, etc in working condition.
14. All the allied crafts, plants and machinery deployed by the contractor shall strictly adhere to the relevant IMO regulations, MARPOL convention 73/78 and other statutory regulations.
15. All crafts, plants and machinery should have valid insurances as per statutory norms and contractor to indemnify DCI and PPT from any damages, losses to PPT and DCI property.
16. The Allied Crafts proposed for deployment should follow PPT rules and regulations.
17. Adequate radio/ VHF communication system, all statutory requirements such as life saving appliances, fire fighting appliances etc as per relevant rules should be available onboard at any given time.
18. The party shall quote their rate in the enclosed BOQ in Indian rupees only. The offered rates shall be inclusive of Mob & De-Mob, all his cost of man power, fuel and lubes, spares, watch-keeping, running repairs expenses, Spares of the Cutter suction dredger /crafts, pipeline, wages of crew, all port dues, Port entry passes, wharfage/ berth charges, pilotage charges, Customs charges if any, Idle Time, contractor's office/ accommodation, payment of fees, duties and taxes excluding GST.
19. The contractor shall allow in his rates for any loss of working hours due to weather, surveying, position of crafts, shifting of CSD and other equipment from one area/place to other area/place depending upon the traffic operations or for maintenance. Any claim for idling of contract's plant and machinery or any other input shall not be entertained for reasons whatsoever.

II. Bunkering and Fresh Water:-

Contractor has to make his own arrangement for bunkering and fresh water as well as obtaining berth from PPT at his own cost. DCI shall recommend to PPT if required.

III. Environmental Control:-

All oil and greasy wastes on board contractor's equipment, floating vessels, crafts etc shall be collected in containers and disposed away on land as directed by PPT/DCI and shall not be let into sea.

IV. Performance Security (GCC Clause 6):

- 1) Within ten (10) days after receipt of the notification of award of the contract, the Contractor shall furnish Performance Security to DCIL in the amount specified in the Special Conditions of Contract.
- 2) The proceeds of the Performance Security shall be payable to DCIL as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 3) A sum equal to 10% of the contract as indicated in the work order shall be deposited by the contractor as Performance Security Deposit/ by e-payment or in the form of BG with DCI as per Performa enclosed. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by RGM.
- 4) The BG submitted against performance security will be discharged by DCIL and returned to the Contractor not later than thirty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

VI. Price Variation Clause (GCC Clause 9)

The contract price will be subjected to adjustment on account of variation of diesel according to the formula below.

$$V = \frac{(P - P_0) \times R \times Q}{P_0}$$

V = Variation in price on account of diesel during the month under consideration.

Po= Price of diesel in the concerned area i.e. Paradip as on the date of submission of Tender.

P = Price of diesel for the month under consideration.

Q = Diesel element factor of 0.20

R = Value of the work during the month under consideration.

IOCL official fuel circular shall be used for Fuel escalation purpose. The amount in terms of this clause shall be paid by the Employer within 15 days from the date of submission of bill.

VI. Liquidated Damages (GCC Clause 15)

GCC 15.1—Applicable rate: 0.5% per day.

Maximum deduction: 10%

VII. Settlement of Disputes / Arbitration Clause (GCC Clause 20)

In case of dispute between DCI and the contractor, the issue will be referred to Chief General Manager (CGM), dredging Corporation of India Ltd and the decision of CGM, shall be final, conclusive and binding on all the parties and the contract up to all questions relating to the meaning of workmanship, or materials used on the work or any matter arising out or relating to the execute the same arising during the course of work. The above shall not be subject to arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of CGM.

Any dispute or difference arise between Owner/Charterer and DCI in connection with the contract or as to this rights 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 contract shall be referred to the arbitration by a sole Arbitration, as per the provisions of the Arbitration and Conciliation Act 1996 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 Arbitration & Conciliation Act, 1996 or any statutory modifications or re- enactment thereof. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

VIII. Notices (GCC Clause 28)

GCC 28.1—Contact address for notice purposes:

Regional General Manager

M/s. Dredging Corporation of India Limited.

Project Office, Paradip, Room No.5 & 6 1st Floor,

Old Trade Centre, near Hanuman Temple, Paradip- 754142 ,

E- Mail ID: rgm.paradip@dcil.co.in , poparadip@dcii.co.in

Phone: 06722 -221161

IX. 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 thereto 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.

X. RIGHT OF FIRST REFUSAL:

The Indian company owning Indian Flag dredger shall have the First right of Refusal if the rate is within 10% of the lowest valid offer. If more than one company owning Indian Flag dredger participates in the tender, the right of refusal will go to that Indian company which has quoted the lowest rate and is within 10% of the lowest offer, if the lowest price is matched.

If Indian flag vessel is not available, then "Indian Controlled ships" shall be accorded higher priority in the Right of First Refusal than Non-Indian Flag vessels.

XI. INTEGRITY PACT:

The Integrity Pact has been included to this subject Tender and to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 2 (two) originals as per the Form 10. This Integrity Pact will form part of the Tender Document.

SECTION - V
TECHNICAL SPECIFICATION

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

SECTION – VI
SAMPLE FORMS

TABLE OF FORMS

Sl. No	Topic	Page No.
1.	Bid Form	35
2.	Price Schedule	36
3.	Performa for Bank Guarantee for Earnest Money Deposit	37
4.	Agreement Form	38
5.	Performance Security Form	39
6.	Qualification Requirements	41
7.	Details of the CSD proposed for deployment	42
8	Check List for Techo-Commercial Bid	43
9	Proforma –Annexure-1	44
10	Proforma –Annexure-II	45
11	Proforma –Annexure-III	46
12	Vender Registration Form consisting details of (PAN,GST, Bank Details etc.,) of the bidder along with supporting document should be submitted along with Cover-A.	47
13	Joint Venture/Consortium Agreement	48
14	Integrity Pact	52
15	Drawing	57

SECTION – VI
SAMPLE -FORMS

Notes on the Sample Forms

The Bidder shall complete and submit with its Techno-Commercial 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 DCIL.

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 CSD/crafts proposed for deployment duly filled in should be submitted along with the Techno-Commercial Bid.

Vender Registration Form (Pan No. , GST No. & Bank details etc.

Integrity Fact. (As per Performa)

1. Bid Form

Date: 31.08.2020

To:
The Regional general Manager
The Dredging Corporation of India Limited,
Suit No.5&6, First Floor Old Trade Center,
Port Area, Near Hanuman Temple,
PARADIP – 754142

Gentlemen:

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

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

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

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

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

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

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

Dated this _____ day of _____ 2020_.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. PRICE SCHEDULE

PRICE BID

BILL OF QUANTITIES

Name of the work: "Chartering of cutter suction dredger on Cu. M basis and disposal through shore and floating pipeline at Northern sea shore at a distance of 1.0KM approximately for carrying out dredging at north BOT complex (NDC) at paradip port".

Sl. No	Description	Qty n Cu. M	Unit	Rate Per Unit in Rs.	Amount in Words
1.	<p>Charges for Chartering of Cutter suction dredger on Cu. M basis and disposal through suitable shore and floating pipeline at Northern sea shore at a distance of 1.0KM approximately for carrying out dredging at north BOT complex (NDC) at Paradip port".</p> <p>The offered rates shall be inclusive of Mob & De-Mob, all his cost of man power, fuel and lubes, spares, watch-keeping, running repairs expenses, Spares of the Cutter suction dredger /crafts, pipeline, wages of crew, all port dues, Port entry passes, wharfage/ berth charges, pilotage charges, Customs charges if any, Idle Time, contractor's office/ accommodation, payment of fees, duties and taxes excluding GST.</p> <p>The approximate dimensions of the proposed dredging area is : Length = 200.00 M Width =200.00 M Depth to be achieved = -13.50M</p> <p>The Present levels varies from +3.0 M (approximately)</p>	8,00,000.00 Cu. M	Per Cu. M		

1. The rate quoted should be in India Rupees only.
2. The items given in the Bill of Quantities are for Chartering of Cutter suction dredger on Cu. M basis and disposal the material through suitable shore and floating pipeline at Northern sea shore at a distance of 1.0KM approximately for carrying out dredging at North BOT Complex (NDC) at Paradip Port.
3. No other charges, other than those specified in the tender conditions shall be payable.
4. The rate to be quoted should be inclusive of mob/de-mob charges, fuel, Lube oil, men and material, watch keeping, repair cost, spares cost, idle time charges, all-inclusive, but excluding GST.

Note: The contractor in consultation with DCI/PPT at his option may deploy TSHD at a later stage depending upon availability of adequate flotation for early completion of project at the same rate, terms and conditions.

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

Bank Guarantee No.

Date

To:

The Regional General Manager
The Dredging Corporation of India Limited,
Suit No.5&6, First Floor Old Trade Center,
Port Area, Near Hanuman Temple,
PARADIP – 754142

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, Suit No.5 & 6, First Floor Old Trade Center, Port Area, Near Hanuman Temple, PARADIP – 754142 Hereinafter called the "CORPORATION".

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

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

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
 - (a) during the period of Tender validity specified in the Tender,
 - or
 - (b) having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
2. Fails or refuses to submit the Performance security / execute the Agreement.

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 60 days from the date of opening of Second Cover / Finance Bid, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of..... 2020

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.
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 :
Name :
Designation :
Seal :

Signature:
Name :
Designation
Seal :

In the presence of
Witness

a) Signature
Name & Address:

Signature
Name & Address:

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

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

.....(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 DCIL an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by DCIL 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 DCIL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by DCIL 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 DCIL any money so demanded not withstanding 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 DCIL 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 DCIL 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 DCIL 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 DCIL or any indulgence by DCIL 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 DCIL 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 of..... 2020.

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.

SECTION - VI

Details of the Cutter suction Dredger proposed for Deployment

1. Name of the Cutter suction CSD :
2. Name of the owner :
3. Builder's name and Address :
4. Year of built :
5. Main dimensions :
 - Length :
 - Breadth :
 - Depth :
 - Draft :
6. Make & Model of Engine :
7. Horse Power of Engine :
8. Particulars of registry of CSD and year of registry. :
9. Average loaded speed in Knots(in case of TSHD) :
10. Maximum draft :
11. Registration Certificate :
12. Communication system held in Operational condition on board. :
13. LSA (Life Saving Appliances) & FFA (Fire Fighting Appliances):
14. Place where the CSD/crafts is presently available:

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

SECTION - VII
CHECK LIST FOR TECHNO- COMMERCIAL BID

1. A Bid Form except the Price Schedule
2. A list of works tendered for and 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 CSDs or any other kind of equipment/CSD with suitable dredging methodology.
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
 - e- challan
 - Bank Guarantee
7. PAN Number
8. Registration with Provident Fund Authorities
9. Vender Registration Form
10. Integrity Pact: The Integrity Pact has been included to the subject Tender and is to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 2 (Two) as per the Form 10. This Integrity Pact will form part of the Tender Document
11. Power of Attorney on stamp paper, in favour of the person authorized to signs the tender document.
12. Copies of original document defining the constitution or legal status, lace 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 CSD/crafts proposed to be offered to DCI including copy of the existing insurance policy covering the Hull, crew and third party.
15. Copy of clear title of the ownership of the CSD/crafts If the tenderer is not the owner of the CSD/crafts, necessary documents in support of the authorization granted by the owner of the CSD/crafts to the renderer to offer and operate the CSD/crafts by the tenderer. (This authorization shall be executed on a stamp paper duly notarized).
16. The bidder shall have to give a Certificate as specified in Clause 27 of GCC.
17. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.

PROFORMA

Ref: DCI/OPS/PDP/SUB-CONT/2020

Date: 31.08.2020

To:
The Regional General Manager
The Dredging Corporation of India Limited,
Suit No.5&6, First Floor Old Trade Center,
Port Area, Near Hanuman Temple,
PARADIP – 754142

Sir,

Sub: Chartering of cutter suction dredger on Cu.M basis and dispose the material through shore and floating pipeline at Northern shore at a distance of distance of 1.0KM approximately for carrying out dredging at North BOT Complex (NDC) at Paradip Port – Reg.

A. With reference to your Tender No DCI/OPS/PDP/SUB-CONT/2020, Date: 31.08.2020 and as per ClauseNo.7.2.16 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

Ref: DCI/OPS/PDP/SUB-CONT/2020

Date: 31.08.2020

To:
The Regional General Manager
The Dredging Corporation of India Limited,
Suit No.5&6, First Floor Old Trade Center,
Port Area, Near Hanuman Temple,
PARADIP – 754142

Sir,

Sub: Chartering of cutter suction dredger on Cu.M. Basis and dispose the material through shore and floating pipeline at Northern shore at a distance of distance of 1.0KM approximately for carrying out dredging at North BOT Complex (NDC) at Paradip Port – Reg.

- A. With reference to your Tender No. No DCI/OPS/PDP/SUB-CONT/2020, Date: 31.08.2020 and as per Clause No.7.2.17 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 Clause No. 7.2.18 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

Ref: DCI/OPS/PDP/SUB-CONT/2020

Date: 31.08.2020

To:
The Regional General Manager
The Dredging Corporation of India Limited,
Suit No.5&6, First Floor Old Trade Center,
Port Area, Near Hanuman Temple,
PARADIP – 754142

Sir,

Sub: Chartering of cutter suction dredger on CU.M basis and dispose the material through shore and floating pipeline at Northern shore at a distance of distance of 1.0KM approximately for carrying out dredging at North BOT Complex (NDC) at Paradip Port – Reg.

A. With reference to your Tender No. DCI/OPS/PDP/SUB-CONT/2020, Date: 31.08.2020 and as per Clause No.7.2.18 of Instructions to Bidders of Contract, we hereby certify that, we do not have any current litigation with any party/firms.

`or`

A. 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.

8. VENDOR REGISTRATION FORM

1. Vender Details

- a) Name of the Vendor :
- b) Address :
- c) Place of Registration :
- d) Principal place of : Business
- e) Email ID :
- f) Contact No. :

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

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

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

- a) Bank Name, Branch & City :
- b) Bank Account Number :
- c) IFSC :

**STANDARD FORMAT FOR JOINT VENTURE / CONSORTIUM
AGREEMENT (TO BE EXECUTED ON Rs.100/- NON-
JUDICIAL STAMP PAPER)**

This Joint Venture /Consortium Agreement (herein after called the "Agreement") made and entered into on thisday in the month of.....2020 by and among:-

Name and address of the leading member herein after called....., which expression shall include its successor, legal representatives and permitted assignees, for the purpose of this agreement shall hereinafter be called "leading member".

And Name and address of the other member herein after called....., which expression shall include its successor, legal representatives and permitted assignees, for the purpose of this agreement shall hereinafter be called "Principal member".

Whereas Paradip Port Trust (herein after referred to as "Employer" invites sealed offers for the work and whereas the members, in consideration of their complementary technical and commercial resources and capabilities, intend to co-operate and join efforts to prepare and submit a bid for the project.

In consideration of the aforesaid, the members wish to establish and record the preliminary principles of their co-operation in this Agreement.

M/swould be the leader of the Joint Venture/Consortium and M/swould be a member of the Consortium.

Now therefore, the members hereto in consideration of their mutual covenants hereinafter set forth and intending to be legally bound hereby, agree as follows:-

1. DEFINITION:

- 1.1 "Contract" shall mean the contract signed between the Employer and the Joint Venture / Consortium for the execution of the project.
- 1.2 "Bid" shall mean the bid to be submitted by the Lead Member on behalf of the Joint Venture/Consortium to the Employer in accordance with this agreement.

2. CO-OPERATION:

- 2.1 Subject to the terms and conditions of this Joint Venture/Consortium agreement, the members agree to co-operate with each other on an exclusive basis in the preparation and submission of bid for the project, and if the contract is awarded, for satisfactory implementation of the project. The mode of co-operation shall be in accordance with clauses laid herein.
- 2.2 The members agree to co-operate fully with each other to ensure a smooth and timely progress towards satisfactory completion of bid submission, to do all the things necessary to assist each other and to provide mutual disclosure of relevant knowledge so as to procure the award of the contract from the Employer.

3. SCOPE OF WORK AND PREPARATION OF BID :

3.1 The general and tentative Scope of Work of the members are outlined as under: - Scope of Work of the project to be performed by the members .

Sl. No.	Item of works	To be executed by the Lead Member M/s.....	To be executed by the Member M/s.....	To be executed by the Member M/s.....

3.2 The Members acknowledge that competitive pricing is a critical element in achieving a successful outcome of this co-operation and shall use their best efforts to ensure that the prices submitted will be competitive.

4. MODE OF CO-OPERATION:

- 4.1 M/s shall be the Leader of the Consortium and shall submit the bid to the Employer. The bid document shall be binding on all the members of Joint Venture/Consortium. Based on the requirement of the enquiry issued by the Employer, the other members shall submit its price and technical and commercial documents to the Leader for its part of Scope of Work before submission of final price bid. However, the Leader shall be entitled to modify the scope and / or price after consulting with the other members. The other members shall revise their prices and technical and commercial documents accordingly, if necessary. The revised price submitted by the other members shall be subject to the Leader’s final confirmation, which shall constitute the final price for performance of its scope of work.
- 4.2 Once the Employer decides to enter into a contract with the Joint Venture/Consortium, prior to signing the contract, a detailed internal agreement, in line with the principle of this agreement, shall be signed which shall include without limitation, the scope and price, the obligation , responsibilities and liabilities of each member.
- 4.3 The Scope of Work for the Project will be divided between the members as per Clause 3.1. The Members shall be responsible for the performance of their respective parts of the Scope of work in accordance with the internal agreement. However, all the Members shall be jointly and severally liable to the Employer for successful completion of the Scope of Work as per terms and conditions under the Contract.
- 4.4 After award of the Contract, the Leader shall appoint a representative as Project Manager. Other members (.....) shall submit a general authorization document, giving the Project Manager all authority necessary to act on the Consortium’s behalf under the Contract. The Project Manager shall consult with the Members for those parts under Scope of Work of the Members. The lead partner shall be solely responsible for project management of work.
- 4.5 The Members shall be individually responsible for the guarantee and performance of their respective parts of the Scope of Work. When required, performance guarantee and other guarantees shall be supplied by each Member in proportion to their actual contract amount under the Contract.

- 4.6 The Agreement shall not be assignable to 3rd party without the prior permission of Paradip Port Trust.
- 4.7 After award of the Contract, the Members shall perform their respective parts of the Scope of work in accordance with the internal agreement and the Contract. Neither member shall withdraw from the Consortium without the prior approval of the other Members of the Joint Venture/Consortium agreement in writing. In the event of default by any member, the defaulting member shall be responsible to compensate the other members of the Joint Venture/Consortium agreement for any loss incurred thereof.
- 4.8 The agreement shall not, in any way, constitute an association of partnership agreement and the association of persons.
- 4.9 The Members shall abide by the requirements and stipulations of the Bidding document and the Contract

5. COST

- 5.1 Each Member shall bear its own expenses incurred in connection with the performance of its obligations under this agreement including submission of the bid.

6. DISPUTE RESOLUTION

- 6.1 The Members shall endeavor to resolve any dispute arising out of or in connection with this agreement among themselves through amicable negotiations. Any such dispute including any question regarding the existence, validity or termination of the agreement which the Members are unable to resolve between themselves, shall be referred to and finally be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 with an arbitral tribunal comprising of three members and proceeding thereof shall be in English Language. Award of arbitrators shall be final and binding to all the Members and shall not be further challenged in the Court of law. The venue of arbitration shall be Cuttack / Bhubaneswar, Odisha.

7. TERMINATION

- 7.1 This agreement shall come into force on the date of signing of the same and valid till Time of Completion of the Project period. This agreement shall expire upon the date of occurrence of any one of the following events, which ever shall occur first :
 - a) Project is officially called off by the Employer.
 - b) The Employer has awarded the Contract for the Project to any other Bidder;
 - c) The completion of the Scope of Work and its obligations and liabilities of the members under this agreement and the Contract ;
 - d) Become insolvent or bankrupt, or enter into a temporary receivership with any creditors or enter into compulsory or voluntary liquidation (except for purposes of recovery)

8. CONFIDENTIALITY

- 8.1 The Members hereto agree and undertake that all information and details, whether written or oral, including but not limited to drawings, designs, information and data, in connection with the Project shall not be disclosed to any other third party without prior written consent of the other members of the agreement except for this agreement.

9. HEADINGS

9.1 The heading of this agreement is solely for reference and has no legal effect whatsoever and shall not in any way affect the interpretation or constitution of this agreement.

10. FORCE MAJEURE

10.1 No Party shall be liable for any failure to perform its obligations under this agreement if the failure results from events under Force Majeure. For the purpose of this agreement, such events shall include, without limitation, strikes, lockouts, riots, civil disturbances, action or inaction of governmental authorities, epidemics, wars, embargoes, acts of God or other catastrophes.

11. MISCELLANEOUS

11.1 This agreement will conform to all relevant Indian laws and regulations. Any difference that may exist will be negotiated in good faith and will not impact the effectiveness of the other clauses.

IN WITNESS WHEREOF, the Members hereto have caused their respective duly authorized representatives to execute this agreement the day and year first above written
SIGNED BY

For and On Behalf of
M/s
(Authorized Signatory)

For and On Behalf of
M/s
(Authorized Signatory)

Name:

Name:

Common Seal of the Company
Company

Common Seal of the

9. INTEGRITY PACT
(FORM 10) INSTRUCTIONS FOR EXECUTION
OF THIS INTEGRITY PACT

1. As per GCC Clause 29 of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
2. Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:
"This stamp paper is an integral part of the Integrity Pact executed by us for _____ [Insert the name of the package] Package and Specification Number [Insert Specification Number: package]" **[Sample is given overleaf]**
In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:
"The Integrity Pact executed by us for [Insert the name of the package] Package and Specification Number [Insert Specification Number of the package] is enclosed herewith" **[Sample is given overleaf]**
3. Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
4. All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
5. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.
6. The Bidder shall not change the contents of the Integrity Pact.
7. Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

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

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

Rs. 100/- Non-judicial Stamp paper
INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for the tender No. DCI/OPS/PDP/SUB-CONT/2020, dated 28-07.2020. The principal values full compliance with all relevant laws of the land, rules,

Regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s).

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

Section I - Commitments of the Principal:

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or other benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and fairness. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all know 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 it there is a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

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

Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the India Agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as Annexed and marked as Annexure.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4:- Compensation for Damages.

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

Section 5: Previous Transgression.

1. The Bidder shall declare that no previous transgressions occurred in the last three with any other company in any country confirming to the anti corruption approach or with any Public Sector Undertakings / Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

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

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

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

Section 8: Independent External Monitor(s).

1. The Principal appoints competent and credible Independent External Monitors (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all the project documents of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties Offer to the Monitor the option to parties in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.
7. The Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on DCIL Board.
8. If the Monitor has reported to the Chairman, DCIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman, DCIL has not, within the reasonable time taken visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

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

Section 10: Other provisions.

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

_____ (For & On behalf of Principal)

_____ (For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Witness 1 : _____ (Name & Address)

Date: _____

Witness 2 : _____ (Name & Address)

