

**DREDGING CORPORATION OF INDIA LIMITED**  
(A Govt. of India Undertaking)  
**Division-II, Dredge House, Port Area, Visakhapatnam- 530 001**

Tender No. DCI/DIV-II /HIRG OF SURVEY-LAUNCH/2018/

Date: 04-10-2018

NAME OF WORK: “SUPPLY, MANNING AND RUNNING OF ONE STEEL HULL TWIN SCREW MECHANISED LAUNCH WITH A MINIMUM PLYING SPEED OF 8 TO 10 KNOTS FOR CONDUCTING HYDROGRAPHIC SURVEYS AT VARIOUS CHANNELS LEADING TO HALDIA DOCK COMPLEX, HALDIA”

TENDER ISSUED TO:

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Head of the Dept.,  
Division-II  
Dredging Corporation of India ltd.,  
Visakhapatnam

CONTRACTOR

**DREDGING CORPORATION OF INDIA LIMITED**  
(A Govt. of India Undertaking)  
Division-II, Dredge House, Port Area, Visakhapatnam- 530 001

Tender No. DCI/DIV-II /HIRG OF SURVEY-LAUNCH/2018/

Date 04-10-2018

## TENDER FOR

“SUPPLY, MANNING AND RUNNING OF ONE STEEL HULL TWIN SCREW MECHANISED LAUNCH WITH A MINIMUM PLYING SPEED OF 8 TO 10 KNOTS FOR CONDUCTING HYDROGRAPHIC SURVEYS AT VARIOUS CHANNELS LEADING TO HALDIA DOCK COMPLEX, HALDIA”

## DUE DATES:

1	Issue of Tenders	:	04-10-2018 to 30-10-2018 up to 17:30 Hrs.
2	Pre-bid meeting	:	12-10-2018 @ 11:00 Hrs
3	Last date of receipt of Tenders	:	31-10-2018 @15:00 Hrs
4	Opening of Techno commercial Bids (Cover A)	:	31-10-2018 at 15:30 Hrs

Head of the Dept,  
Division-II  
Dredging Corporation Of India Ltd.  
Port Area  
Visakhapatnam -530 001  
Telephone No 0891-2552926, 0891-2871344/240  
E – MAIL ID : [svprasad@dcil.co.in](mailto:svprasad@dcil.co.in), [gmp2@dcil.co.in](mailto:gmp2@dcil.co.in)

CONTRACTOR

INDEX TO SECTIONS

Section No.	Description	Page No.
I	INVITATION FOR BIDS (IFB)	4
II	INSTRUCTIONS TO BIDDERS (ITB)	8
III	GENERAL CONDITIONS OF CONTRACT (GCC)	22
IV	SPECIAL CONDITIONS OF CONTRACT (SCC)	37
V	TECHNICAL SPECIFICATIONS	43
VI	SAMPLE FORMS	45
	ANNEXURES (I to V)	59 to 68
VII	CHECK LIST FOR TECHNO COMMERICAL BID	69
	ROUGH DIAGRAM OF SHORE POINTS FROM WHERE LAUNCH REQUIRE TO OPERATE AND LOCATIONS OF BARS (AREAS)	72

**SECTION I**

**INVITATION FOR BIDS  
(IFB)**

**DREDGING CORPORATION OF INDIA LIMITED**  
(A Govt. of India Undertaking)  
Division-II, Dredge House, Port Area, Visakhapatnam- 530 001

Tender No. DCI/DIV-II /HIRG OF SURVEY-LAUNCH/2018/

Date 04-10-2018

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

Sealed Tenders are invited in two covers (i.e.) Cover-A “Techno-Commercial Bid” and Cover-B “Price Bid” by DREDGING CORPORATION OF INDIA LIMITED, Visakhapatnam for following.

1.	Name of Work	Supply, manning and running of one steel hull twin screw mechanized launch with a minimum plying speed of 8 to 10 knots for conducting hydrographic surveys at various channels leading to Haldia dock complex, Haldia.
2.	Period of Contract	One year from the date of commencement of contract with a provision to extend for one more year and further extendable for one year at the same rates, terms and conditions at the discretion of DCI.
	Mobilization period	Mobilization period is 15 days from date of issue of Work order.
3.	Estimated cost for one year	Rs. 210.83 lakhs (Excluding GST)
4	Earnest Money Deposit	Rs.2,10,830/-(Rupees Two lakhs ten thousand eight hundred and thirty 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 Syndicate Bank is as follows:- DCI Current Account No:- 35833070000014 Branch Name:- DCI Ltd Port Area Branch Visakhapatnam IFSC/RTGS No:- SYNB0003583
5.	Issue of Tenders	04-10-2018 to 30-10-2018 up to 17:30Hrs from the Office of Head of the Dept, Division-II Dredging Corporation of India Ltd., “Dredge House”, Port Area, Visakhapatnam -530 001

CONTRACTOR

6.	Pre-bid meeting	12-10-2018 @ 11:00 Hrs in the Office of Head of the Dept, Division-II, Dredging Corporation of India Ltd., "Dredge House", Port Area, Visakhapatnam -530 001
7.	Last date of receipt of Tenders	31-10-2018 upto 1500 Hrs in the Office of Head of the Dept, Division-II Dredging Corporation of India Ltd., "Dredge House", Port Area, Visakhapatnam -530 001
8.	Opening of Techno-Commercial Bids	31-10-2018 at 15:30 Hrs in the Office of Head of the Dept, Division-II Dredging Corporation of India Ltd., "Dredge House", Port Area, Visakhapatnam -530 001
9	Cost of Tender Documents	Rs 5900/- (Rupees Five Thousand and nine Hundred only) 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 syndicate Bank is as follows:- DCI Current Account No:- 35833070000014 Branch Name:- DCI Ltd Port Area Branch, Visakhapatnam IFSC/RTGS No:- SYNB0003583 SWIFT Code No:- SYNBINBBO32

**Pre-Qualification Criteria:**

1. Experience of having successfully completed / works on hand of similar works during last seven years ending last day of month previous to the one in which tenders are invited should be either one of the following.
  - i) Three similar completed / works on hand works each costing not less than the amount of Rs. 84.33 Lakhs
  - or
  - ii) Two similar completed / works on hand works each costing not less than the amount of Rs. 105.42 Lakhs
  - or
  - iii) One similar completed / works on hand work costing not less than the amount of Rs. 168.66 Lakhs
2. Average Annual financial turn over during last 3 years ending 31 March 2018 should be at least. Rs. 63.25 Lakhs
3. The intended launch should possess minimum certification of IV Act with class registration only be accepted as specified at Clause No.1 of SCC & Cl. 22 of ITB.
4. The tenderers whose Steel Hull launch(es) are technically inspected & qualified/ approved by DCI committee shall be considered for opening the price bid as per Cl. 22.4 of ITB.

CONTRACTOR

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

ii) Similar works means “Supply, manning and running of steel hull twin screw mechanized launch(es)/barge(s)/other marine craft(s)”.

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

Head of the Dept, Division-II

Dredging Corporation Of India Ltd.

Port Area, Visakhapatnam -530 001

Telephone No 0891-2552926, 0891-2871344/240

E – MAIL ID : [svprasad@dcil.co.in](mailto:svprasad@dcil.co.in), [gmp2@dcil.co.in](mailto:gmp2@dcil.co.in)

The Detailed NIT and Complete Tender Document is hosted in web sites [www.dredge-india.com](http://www.dredge-india.com), [www.tenders.gov.in](http://www.tenders.gov.in), and <http://eprocure.gov.in>. Interested parties may visit the same. The blank proposal document can be down loaded from our Website by remitting an amount of Rs.5900.00 (Rupees five thousand and nine hundred only) through NEFT/RTGS and the copy of electronic receipt/UTR should be submitted with Technical Bid

The details of DCI Current Account at Syndicate Bank is follows:-

DCI Current Account No :-35833070000014

Branch name:- DCI LTD PORT AREA BRANCH VISAKHAPATNAM

IFSC/RTGS No:- SYNB0003583

SWIFT Code No:- SYNBINBB032

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

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

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

Head of the Dept.,  
Division-II

CONTRACTOR

**SECTION II**

**INSTRUCTIONS TO BIDDERS  
(ITB)**



SECTION II.  
INSTRUCTIONS TO BIDDERS

TABLE OF CLAUSES

Clause Number	Topic	Page Number
	A. Introduction	
1.	Eligible Bidders	11
2.	Cost of Bidding	11
	B. Bidding Documents	
3.	Content of Bidding Documents	11
4.	Clarification of Bidding Documents	11
5.	Amendments of Bidding Documents	12
	C. Preparation of Bids	
6.	Language of Bid	12
7.	Documents Comprising the Bid	12
8.	Bid Form	14
9.	Bid Prices	14
10.	Bid Currencies	14
11.	Documents Establishing Bidder's Eligibility and Qualification	14
12.	Earnest Money Deposit	14
13.	Period of Validity of Bids	15
14.	Format and Signing of Bid	15

Clause Number	Topic	Page Number
D. Submission of Bids		
15.	Sealing and Marking of Bids	15
16.	Deadline for Submission of Bids	16
17.	Late Bids	16
18.	Modification of Bids	16
E. Opening and Evaluation of Bids		
19.	Opening of Bids by DCI	16
20.	Clarification of Bids	17
21.	Preliminary Examination	17
22.	Evaluation and Comparison of Bids	18
23.	Contacting the DCI	18
F. Award of Contract		
24.	Post – Qualification	19
25.	Award Criteria	19
26.	Right to Vary Quantities at time of Award	19
27.	Right to Accept Any Bid and to Reject Any or All Bids	19
28.	Notification of Award	20
29.	Signing of Contract	20
30.	Performance Security	20
31.	Corrupt and Fraudulent Practices	20
32.	General	20

SECTION II.  
INSTRUCTIONS TO BIDDERS  
(ITB)

A. Introduction

**1. Eligible Bidders**

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

**2. Cost of Bidding**

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

B. The Bidding Documents

**3. Content of Bidding Documents**

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

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

Clause 17.1. Written copies of the DCI's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

5. **Amendment of Bidding Documents**

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

**C. Preparation of Bids**

6. **Language of Bid**

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

7. **Documents Comprising the Bid**

- 7.1 The Bids shall be in Two Cover System consisting of
- ❖ Techno Commercial Bid (Cover A); and
  - ❖ Price Bid (Cover B)
- 7.2 The "Techno Commercial Bid" (Cover A) prepared by the Bidder shall comprise the following components:
- 7.2.1 A Bid Form except the Price Schedule completed in accordance with ITB Clause 8
- 7.2.2 A list of works tendered for and in hand/being executed as on the date of submission of tender.
- 7.2.3 A detailed list of vessels 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 31<sup>st</sup> March 2018.
- 7.2.5 Copy of electronic receipt/UTR for Rs. 5900/- remitted through NEFT/RTGS to DCI towards Tender document cost
- 7.2.6 Earnest money deposit of Rs.2,10,830/- (Rupees Two lakh ten thousand eight hundred and thirty only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed or in the form of a bank guarantee as per format provided in the tender.

CONTRACTOR

- 7.2.7 Copy of PAN issued by Income Tax Authorities.
  - 7.2.8 Copy of certificate for GST Registration Number
  - 7.2.9 Copy of Registration with Provident Fund Authorities
  - 7.2.10 Power of Attorney on stamp paper, in favour 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 (**Annexure-I**).
  - 7.2.13 Copies of original certificates of registration etc., of the Steel Hull Launch proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the Steel Hull Launch, Crew and Third Party.
  - 7.2.14 Copy of clear title of the ownership of the Steel Hull Launch if the tenderer is not the owner of the Steel Hull Launch/Launches, necessary documents in support of the authorization or lease granted by the owner of the Steel Hull Launch to the tenderer to offer and operate the mechanized Steel Hull Launch by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.
  - 7.2.15 Proof of regulatory Compliance for operating in waters of Haldia, Kolkata port trust, Auckland and Eden channels of Hooghly river/any other area of Haldia channel or any other Rules and Regulations in force.
  - 7.2.16 Original Integrity Pact agreement with Dredging Corporation of India Ltd executed on Rs.100/- stamp paper (**Annexure-V**).
  - 7.2.17 Check list for Techno-Commercial Bid
  - 7.2.18 The tenderer will have to give a certificate that he is not related to any Officer of DCI or any Officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The Contractor should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd. (**Annexure-II**)
  - 7.2.19 The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid. (**Annexure-III**)
  - 7.2.20 The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid. (**Annexure-III**)
  - 7.2.21 The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved.
  - 7.2.22 Details of Bank Account for Electronic Transfer of payments (**Annexure-IV**)
  - 7.2.23 Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.
- DCI reserves its right to inspect the Steel Hull Launch and seek any other details / documents to ascertain the competence of the tenderer. Suitability of the launch as per tender conditions will be decided by Committee appointed to inspect Steel Hull Launch. As per Committee report, if Launch is not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.

CONTRACTOR

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 the DCI’s satisfaction that the Bidder has the financial , technical capability and competency necessary to perform the contract as per Qualification Requirements Form No.6 in Section VI;

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

12. **Earnest Money Deposit (EMD)**

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish the Earnest Money Deposit for an amount of Rs.2,10,830/-(Rupees Two lakhs ten thousand eight hundred and thirty only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed or Bank Guarantee drawn in favour of Dredging Corporation of India Limited payable at Visakhapatnam from any Scheduled or Nationalised Indian Bank or unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalised Indian Bank. The same should be attached with the tender and placed in “Cover-A”. The Earnest Money Deposit shall not carry any interest.

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

CONTRACTOR

- 12.3 The earnest money deposited in the form of 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 the DCI as non-responsive, pursuant to ITB Clause 21.
- 12.5 Unsuccessful bidders' earnest money deposit will be discharged or returned as promptly as possible, but not later than forty five (45) days after the expiry of the period of bid validity prescribed by the DCI pursuant to ITB Clause 13 without interest.
- 12.6 The successful Bidder's earnest money deposit will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 29, and furnishing the performance security, pursuant to ITB Clause 30.
- 12.7 The earnest money deposit may be forfeited:
- (a) If a Bidder:
- (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
  - (ii) does not accept the correction of errors pursuant to ITB Clause 21.2;
- Or
- (b) In the case of a successful Bidder, if the Bidder fails:
- (i) to sign the contract in accordance with ITB Clause 29; or
  - (ii) to furnish performance security in accordance with ITB Clause 30.

13. **Period of Validity of Bids**

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

14. **Format and Signing of Bid**

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

**D. Submission of Bids**

15. **Sealing and Marking of Bids**

CONTRACTOR

- 15.1 The Techno- Commercial Bid along with all enclosures to be put in a sealed cover superscribed with the words - Cover-A “Techno-Commercial Bid” for the work “Supply, manning and running of One steel hull twin screw mechanized launch with a minimum plying speed of 8 to 10 knots for conducting hydrographic surveys at various channels leading to Haldia dock complex, Haldia” to be submitted within the specified due date and time.
- 15.2 The Price Bid containing only tendered amount is required to be put in another sealed cover superscribed with the words – Cover-B “Price Bid” for the work “Supply, manning and running of One steel hull twin screw mechanized launch with a minimum plying speed of 8 to 10 knots for conducting hydrographic surveys at various channels leading to Haldia Dock complex, Haldia ” “Financial bid” of those Tenderers found technically qualified will be opened on a suitable date, which will be informed later.
- 15.3 Tenderer should ensure that his tendered amount as per Cover-B is not mentioned in any other document directly or indirectly. The duly sealed covers **A & B** are to be put in a separate main sealed cover superscribed with the words “Supply, manning and running of One steel hull twin screw mechanized launch with a minimum plying speed of 8 to 10 knots for conducting hydrographic surveys at various channels leading to Haldia Dock complex, Haldia ” to be submitted to DCIL, HO, Dredge House, Port Area, Visakhapatnam-530 001 on or before 1500 Hrs on 31-10-2018
- 15.4 If the outer cover is not sealed and marked as required by ITB Clause 15.3, the DCI will assume no responsibility for the bid’s misplacement or premature opening.

16. **Deadline for Submission of Bids**

- 16.1 Bids must be received by the DCI at the address specified under Invitation of Bids (ITB) not later than the time and date specified therein.  
In the event of specified date for the submission of bids, being declared a holiday for the DCI, the bids will be received up to the appointed time on the next working day.
- 16.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. **Late Bids:**

- 17.1 Any bid received by the DCI after the deadline for submission of bids prescribed by the DCI pursuant to ITB Clause 16 due to reason as mentioned in 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**

CONTRACTOR



- 19.1 The DCI will open all the outer covers containing both sealed Covers A and B of the bids and the Cover 'A' Techno-Commercial Bids only in the presence of bidders' representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.
- 19.2 All the Covers B containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.
- 19.3 The bidders' names, bid modifications or withdrawals and the presence or absence of requisite earnest money deposit and such other details as the DCI, at its discretion, may consider appropriate, will be announced at the opening of the "Techno-Commercial Bid". No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 17.

20. **Clarification of Bids**

- 20.1 During technical evaluation of the bids, the DCI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 20.2 Pre-bid meeting:- Prospective bidders are requested to forward their queries by email to [svprasad@dcil.co.in](mailto:svprasad@dcil.co.in) with a copy to [gmp2@dcil.co.in](mailto:gmp2@dcil.co.in) on or before 11-10-2018. Bidders who wish to attend the pre-bid meeting has to intimate the same in advance by email along with their details and ID proof to obtain necessary permissions etc.

21. **Preliminary Examination**

- 21.1 The DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 21.2 The DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.3 Prior to the detailed evaluation, pursuant to ITB Clause 22, the DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 12), Applicable Law (GCC Clause 23), and Taxes and Duties (GCC Clause 25), Performance Security (GCC Clause 6), and Force Majeure (GCC Clause 17) will be deemed to be a material deviation. The DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.
- 21.4 If a bid is not substantially responsive, it will be rejected by the DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22. **Evaluation and Comparison of Bids**

- 22.1 The Cover B containing the Price Bids will be opened of only those tenderers who have been qualified in the Techno-Commercial Bid at a later date. The date and time of opening of Cover B - Price Bid, generally one month after Cover- A opening , shall be notified to all the technically qualified bidders and will be opened in the presence of such authorized persons or representatives who wish to be present.
- 22.2 Arithmetical errors will be rectified on the following basis:  
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- 22.3 The **Steel Hull mechanized Launch** shall have the following amenities/ arrangements/provisions to carry out hydrographic surveys at Haldia as specified in the scope of work.
- 22.3.1 The launch shall be of Steel Hull with a draft not more than 2.5 meter.
- 22.3.2 It should ply with a minimum speed of 8 to 10 Knots with excellent control and maneuverability at low speed of 1 to 2 Knots. While sounding, the speed of vessel should be kept as per requirement knots for quality logging of the data.
- 22.3.3 It should have ample space to accommodate the survey equipment and accommodation for three men of Employer's staff, besides the launch crew and DCI's own surveyors.
- 22.3.4 It shall have basic amenities like drinking water facility, toilet etc., on board the launch.
- 22.3.5 It should have a panoramic/all round view from the wheel house.
- 22.3.6 The wheel house/rest room shall be air conditioned.
- 22.3.7 The launch shall be fitted with VHF facilities and provide radio communications between all survey personnel.
- 22.3.8 The launch shall have sufficient deck space.
- 22.4 The Steel Hull launch should be capable to ply in Haldia waters and in all weather conditions of all the seasons during the contract period. The tenderer shall arrange at his cost for inspection for trial run of the Steel Hull launch along with relevant documents by the nominated committee of DCI Ltd., as and when asked by DCI and all other related expenses are to be borne by the contractor. The tenderers having only such technically qualified/ approved Steel Hull launch shall be considered for opening the price bid. The decision of the HOD (Div-II) about the suitability of the Steel Hull will be final.
- 22.5 Bill of quantities shall be inclusive of all Port dues for plying in Port waters, passes for Crew, HSD, Lub oils and all consumables items for the Launch operations excluding fuel escalation which will be paid as per fuel escalation/de-escalation Cl.3 of SCC, and bills should be submitted in duplicate, i.e., original with one copy.
- 22.6 The launch should be manned with personnel who can run the launch efficiently through survey lines.

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

CONTRACTOR

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

#### **F. Award of Contract**

##### **24. Post –qualification**

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

##### **25. Award Criteria**

Subject to ITB Clause 28, the DCI will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid. However, DCI reserves the right to accept or reject any bid as specified in Clause 27 of ITB.

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

Initial contract is for one year and one month before expiry of contract, DCI may by written notice intimate the Contractor to extend the contract for a period of one year and further extendable by one more year or less as per the requirement at the discretion of DCI. For all extensions given by DCI, Contractor has to execute the work as per rates quoted in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document. DCI reserves right regarding giving extension, deciding period of extension / curtailment and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.

In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 7 days notice of termination. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 7 days notice by the Project office, Haldia if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.

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

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

CONTRACTOR

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 /e-mail, to be confirmed in writing by registered letter, that its bid has been accepted.

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

29. **Signing of Contract**

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

30. **Performance Security**

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

31. **Corrupt or Fraudulent Practices**

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

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

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

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

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

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

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

CONTRACTOR

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 the Project office where the Steel Hull Launch services are to be provided.
- 32.8 In case of corrigendum/addendum regarding the subject tender work, DCI will publish the same only on websites [www.dredge-india.com](http://www.dredge-india.com), <http://eprocure.gov.in> & [www.tenders.gov.in](http://www.tenders.gov.in) till one day before last date of submission. Tenderers are requested to see the website accordingly.

\*\*\*\*\*

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

SECTION III.  
GENERAL CONDITIONS OF CONTRACT  
(GCC)

TABLE OF CLAUSES

Clause Number	Topic	Page Number
1.	Definitions	24
2.	Application	25
3.	Standards	25
4.	The Contract & General Obligations of Contractor	25
5.	Use of Contract Document and Information	29
6.	Performance Security	30
7.	Insurance	30
8.	Payment	31
9.	Prices	32
10.	Change Orders	32
11.	Contract Amendments	32
12.	Assignment	32
13.	Subcontracts	32
14.	Delays in Contractor's Performance	32
15.	Liquidated Damages	33
16.	Termination for Default	33
17.	Force Majeure	33
18.	Termination for Insolvency	34
19.	Termination for Convenience	34
20.	Settlement of Disputes	34
21.	Limitation of Liability	35
22.	Governing Language	35
23.	Applicable Law	35
24.	Compliance with Statutory Requirement	35
25.	Taxes and Duties	35
26.	Income Tax Deductions	36
27.	Employment of Relatives	36
28.	Notices	36
29.	Integrity pact	36

SECTION III  
GENERAL CONDITIONS OF CONTRACT  
(GCC)

**1. Definitions**

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

CONTRACTOR



- 1.1.15. “Day” means calendar day.
- 1.1.16. “Month” means the English calendar month.
- 1.1.17. “Singular/Plural” Word importing the singular only, also includes the plural and vice-verse where the context so requires.
- 1.1.18. “The heading /Marginal Notes” in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.1.19. “Site” means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the DCI for the purpose of the Contract.

## 2. **Application**

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

## 3. **Standards**

- 3.1 The services provided under this contract shall conform to the Standards mentioned in “Technical Specifications”.

## 4. **The Contract & General Obligations of Contractor:**

### 4.1 **Applicability of Laws on the Contract:**

The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Andhra Pradesh, India, including the following Acts.

- 4.1.1 The Indian Contract Act, 1872
- 4.1.2 The Major Port Trust Act, 1963
- 4.1.3 The Workmen’s Compensation Act, 1923
- 4.1.4 The Minimum Wages Act, 1948
- 4.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.
- 4.1.6 The Dock Workers’ Act, 1948
- 4.1.7 The Indian Arbitration and Conciliation Act (1996)

### 4.2 **Contractor to Execute Contract Agreement:**

After receipt of work order and within 10 days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term “Contract” here in before, shall collectively be the Contract.

### 4.3 **Interpretation of Contract Document – Engineers’ Power**

Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.

CONTRACTOR

**4.4 Contractor Cannot Sub-let the Work**

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

**4.5 Contractors' Price is Inclusive of All Costs.**

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

**4.6 Contractor is Responsible for safety of the Launch 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.

**4.8 Contractor to Supervise the Works**

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

**4.9 Contractor to deploy qualified personnel**

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

4.10 **Contractor is Responsible for all Damages to other Structures/ Persons, Caused by him while Executing the Work**

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

4.11 **Fossils, Treasures troves etc are DCI's property**

The contractor shall immediately inform the Engineers representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archeological importance be discovered at site which shall remain the property of the DCI and protect them from being damaged by his workmen and arrange for disposal of them at the DCI's expense as per the instruction of the Engineers representative.

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

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

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

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

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

- 4.13.1 Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- 4.13.2 Cleaning and removal from site the entire surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- 4.13.3 Precautionary measures to secure efficient protection of Docks, other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
- 4.13.4 Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefit and entry permits, wherever necessary.
- 4.13.5 Making arrangements in or around the site, as per the requirements of Kolkata Port Trust or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractors or his Sub-Contractor's workmen (iv) deployment of workmen of age less than 16 years.
- 4.13.6 The Contractor should make his own arrangements at his cost for a suitable berth during non-working time, repair and maintenance, breakdown and any other purpose etc. when the Launch is not being engaged by DCI.
- 4.13.7 The Launch should be adequately lit as per port rules/ Concern Authority norms and regulations and should have adequate lighting arrangements during embarking and disembarking at the jetty or at the dredger or at any other place.
- 4.13.8 The launch has to carry out surveys as per the instructions of the Project in-charge or any other official of Project office nominated by the Project in charge(PIC). A logbook shall be maintained by the Contractor and to be certified by DCI representative nominated by PIC, which shall form the basis for the payment.
- 4.13.9 The Contractor has to follow all safety regulations while carrying out surveys.
- 4.13.10 In the event of break down/ deficiency in making desired speed of the deployed steel hull launch , the contractor has to replace the same with immediate effect without causing any hindrance to the works. During breakdown of the launch and till such time a substitute launch is arranged by the contractor , no retention shall be paid. The replaced steel hull launch should not be changed in specifications as agreed previously. In the event, the contractor fails to make arrangement for a substitute steel hull launch, DCI will arrange a substitute launch with the risk and cost of the Contractor. No mobilization charges or demobilization charges will be paid for the substitute of steel hull launch.
- 4.13.11 The Steel Hull Launch should be available for operations round the clock.
- 4.13.12 The rate quoted by the Contractor shall include all running expenses of the Launch including manning, fuel, lube oil, grease, repairs & maintenance, all port dues/charges, mobilization, de- mobilization etc.

CONTRACTOR

4.13.13 As DCI is an ISO 14001:2004(Environmental Management System) certified company, DCI committed for prevention of pollution by implementing friendly operational procedures. Hence, the contractor shall comply with all statutory and regulatory requirements pertaining with environmental protection. Also, the contractor shall adopt the Environmental friendly procedures for execution of work to the maximum possible extent.

4.14 **Notice to Contractor**

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of DCI's enlisted Contractor to the address as appearing in the DCI's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.

4.15 **Mobilization period**

Mobilization period is 15 days from date of placing of work order. For any delay in mobilization LD as per Cl.15.1 of GCC is applicable.

4.16 **Contractor not to Publish Photograph Particulars of Work**

The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

4.17 **Contractor to Provide Facilities to Outsiders.**

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

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

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

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

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

5. **Use of Contract Document and Information:**

CONTRACTOR

- 5.1 The Contractor shall not, without the DCI's prior written consent, disclose Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the DCI in connection therewith to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The contractor shall not, without the DCI's prior written consent, make use of any document or information enumerated in clause 5.1 except for purposes of performing the Contract.
- 5.3 If the Contractor violates the secrecy requirement of sub clauses 5.1 and 5.2 indicated above, the DCI has an option to cancel the contract.
- 5.4 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of the DCI and shall be returned (in all copies) to the DCI on completion of the Contractor's performance under the Contract if so required by the DCI.

## 6. **Performance Security**

- 6.1 Within Ten (10) days after receipt of notification of award of the Contract, the Bidder shall furnish Security to the DCI.
- 6.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
  - i) A sum equal to 5% of the value of the contract as indicated in work order shall be deposited by the contractor through NEFT/RTGS or by way of irrevocable, unconditional Bank Guarantee from Nationalized/ Scheduled Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure enclosed. Bank Guarantee shall be valid till completion of work including extended period, if any.
  - ii) In addition to the above, Security deposit at the rate of 5% shall be deducted from every running bill till the total performance security deposit amounts to 10% of the agreed contract value.
  - iii) In case the contract is further extended, sum equal to 5% 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.
  - iv) The performance security deposit will not carry any interest. The same will be returned after completion of work duly certified by Project in charge, Haldia. If Bank Guarantee is submitted against Performance Security, it should be valid till completion of work including extended period if any.
  - v) The performance security deposit will be discharged by the DCI and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

## 7.0 **Insurance**

CONTRACTOR

- 7.1 The contractor shall without limiting his or the DCI's obligations and responsibilities insure in the joint names of the contractor and the DCI:
- 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 launch shall have required number of life jackets, safety devices, fenders, anchors etc. The launch along with crew and 05 persons from DCI & KoPT 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 programme 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 the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 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.

## 8. **Payment**

- 8.1 The Contractor's request(s) for monthly bill(s) shall be submitted to the Project Manager, DCIL Haldia in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 8.2 The Bill for Services rendered will be scrutinized by Project Manager, Haldia and forward the same to DCIL Head office for releasing the payment through NEFT/RTGS as per practice in vogue. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor. The work done certificate/ logbook shall be certified by DCI Representative or the person nominated by Project Manager Haldia. The payment will be made only for services provided as per quoted Rates. Payment will be released within 30(Thirty) days of submission of an invoice/claim by the supplier complete in all respects.
- 8.3 The logbook is to be maintained by the contractor for the payment of services provided to be certified by DCI representative on daily basis and must be submitted along with the monthly invoice.
- 8.4 Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill.

CONTRACTOR

8.5 The payments are to be made on actual execution of the work. In case the performance of the contractor is not up to the mark, Project Manager is having full authority to restrict the payment proportionately/pro-rata basis. In case if the further performance is not improved after intimating by DCI to do so, Project Manager is the authority to decide to release the part payment or not to release the payment till the performance is improved up to his satisfaction. In this matter, the decision of the Project Manager shall be final and binding on the contractor.

9. **Prices**

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

10. **Change Orders**

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

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 the DCI'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 the DCI'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 and penalty:**

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

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

CONTRACTOR



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 provide the launch services as per contract for delay in initial Mobilization / fails to provide alternative launch during contract period, DCI shall , without prejudice to other remedies under the contract, deduct from the contract price, as liquidated damages , a sum equivalent to 0.5% per day or pro-rata of the contract price for one year will be charged for failure or delay to provide launch services, subject to maximum 10% of the contract price. Once the maximum is reached, the DCI may consider termination of the contract pursuant to GCC clause 16.

16. **Termination for Default**

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

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

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

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

For the purpose of this clause:

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

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

16.2 In the event the DCI terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the DCI may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the DCI for any excess costs for such similar Services. However, the contractor shall continue performance of the contract to the extent not terminated.

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 the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes.

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

#### 18. **Termination for Insolvency**

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

#### 19. **Termination for Convenience**

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

#### 20. **Settlement of Disputes**

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

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

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

20.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

20.5 Notwithstanding any reference to arbitration herein,

CONTRACTOR

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

21. **Limitation of Liability:**

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

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 the DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the DCI shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the DCI is required or called upon to pay or reimburse on behalf of the contractor.

25. **Taxes and Duties**

- 25.1 The contractor shall pay all taxes, GST, levies, duties, etc. which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for

the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract.

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

25.3 The contractor has to pay GST on the work done to the concerned authority and the GST registration number of the contractor shall be printed on the bill voucher. GST component should be shown separately on the bill which is only payable by DCI.

26. **Income Tax Deduction:**

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

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 as per Annexure.

28. **Notices**

28.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by Fax / e-mail and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

28.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

28.3 The contractor should have his own arrangement at his cost for suitable berth for his launch during working/non-working time, repairs and maintenance, breakdown and any other purpose when the same is not engaged.

29. **Integrity Pact:**

29.1 The contractor has to execute Integrity pact agreement on Rs.100/- stamp paper with Dredging Corporation of India Ltd (Annexure-V).

29.2 Original Integrity Pact agreement in stamp paper is to be submitted along with the technical bid failing which tender shall be considered invalid.

\*\*\*\*\*

**SECTION IV  
SPECIAL CONDITIONS OF  
CONTRACT**

**(SCC)**

SECTION IV  
SPECIAL CONDITIONS OF CONTRACT  
(SCC)

TABLE OF CLAUSES

Item Number	Topic	Page No.
1.	Scope of Work	39
2.	Performance Security (GCC Clause 6)	40
3.	Price Variation Clause (GCC Clause 9)	40
4.	Liquidated Damages (GCC Clause 15)	40
5.	Settlement of Disputes (GCC Clause 20)	40
6.	Compliance with Statutory Requirement (GCC Clause 24)	41
7.	Notices (GCC Clause 28)	41
8.	Sunken Equipment	41

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.

**1. SCOPE OF WORK:**

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

- 1.1 The Twin Screw Mechanized Steel Hull launch having a minimum plying speed of 8 to 10 Knots is required on hire basis for conducting Hydrographic surveys at various channels leading to Haldia Dock complex. The **intended survey launch should be of sufficient length and width, robust in construction with sufficient free board to withstand the monsoon weather conditions. Suitability of best survey launch will be decided by the DCI nominated committee after the inspection.**
- 1.2 The launch may also be used for other Works 'as and when required' as per the discretion of Project Manager/ official nominated by Project Manager.
- 1.3 The launch must have VHF and cell phone in working condition for communication with Dredger/Project office
- 1.4 The launch is required to carry out hydrographic surveys at Jellingham, Haldia Anchorage, Eden and Auckland channels any other areas of Haldia channel. Securing /tying the launch to Port Buoys is not permitted. Hence the launch should have adequate facility for anchoring and keep watch on VHF / Cell phone to communicate with other vessels. The instructions for carrying out surveys are provided by Project official nominated by Project in charge.
- 1.5 The launch must have all necessary required life saving equipments such as life Buoys and life jackets, Fire Fighting appliances, helmets as per applicable governing Rules, laws etc and fire fighting appliances such as fire extinguishers, sand bucket & shovel etc
- 1.6 The launch should have ample space to accommodate the survey equipments, employer's staff and DCI surveyors for conducting surveys during day light hours.
- 1.7 All the required statutory certificates must remain valid throughout the entire period of contract, including extension period, if any.
- 1.8 The crew provided for manning the launch should be qualified as per the manning requirement , experienced and competent preferably in said areas so as to operate the launch in all weather conditions and capable of carrying out surveys on the desired survey track lines.
- 1.9 The launch shall be of Steel hull with a draft not more that 2.5 M.
- 1.10 The intended launch should possess minimum certification of IV Act with Class registration to operate at Hugli Estuary various areas as specified in the tender including Auckland Channel and Eden channel of Hugli River and ply at Haldia waters as aforesaid in clause No. 1.4 and in all weather conditions of all seasons in a year. The launch should also meet the requirements as

CONTRACTOR

mentioned in Cl. 22.3 of ITB. The best suitable Steel Hull Launch for the above purpose shall be selected and deployed.

## 2. **Performance Security**

As per GCC Clause 6

## 3. **Price Variation Clause (GCC Clause 9)**

Fuel escalation/de-escalation clause:

The rate quoted by the tenderer shall be firm throughout the period of contract including the extended period, if any and there will not be any change in the rate and amount to be paid to the contractor except fuel escalation charges. The amount payable towards fuel escalation charges shall be calculated by applying the following formula:

$$V_r = \frac{0.30 \times R \times (P - P_o)}{P_o}$$

Where:

$V_r$  = Amount of fuel escalation/de-escalation charges payable / recoverable.

0.3 = Coefficient of fuel factor.

$R$  = Value of work done for the period under consideration for  
Enhanced rate of fuel (operational charges per hr x no of running hrs)

$P$  = Enhanced / reduced price rate of fuel per liter during the period under consideration.

$P_o$  = Base price shall be the price of fuel per litre as on the date of submission of bid.

- 3.1 Contractor is required to submit the claim on monthly basis along with the original fuel bill in case there is an increase or decrease in fuel prices on or after date of issue of work order.

## 4. **Liquidated Damages (GCC Clause 15)**

GCC 15.1—Applicable rate: 0.5% per day or pro-rata.

Maximum deduction: 10% of value of contract.

## 5. **Settlement of Disputes (GCC Clause 20)**

GCC 20.2.2—the rules of procedure for arbitration proceedings pursuant to GCC Clause 20.2 shall be as follows:

- i) The decision of the Director (Ops. & Tech.) shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications, designs and drawings and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the Director (Ops. & Tech).

CONTRACTOR



- ii) Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above (i) or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by Chairman and Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & 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 reenactment 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.

**6. Compliance with Statutory Requirements (GCC Clause 24)**

Add as Clause 24.2

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. If the same is not submitted with the tender the bidder shall obtain the same and produce to DCI before the issue of the work order.

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

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

of labour component value from the bill and remit the amount to DCIL ECPF Fund. The above is subject vary as per instructions of GOI from time to time.

**7. Notices (GCC Clause 28)**

GCC 28.1—Contractor's address for notice purposes:

Head of the Dept, Division-II

Dredging Corporation of India Ltd.

Port Area, Visakhapatnam -530 001

TELEPHONE No 0891-2552926, 0891-2871344/240

E – MAIL ID : [svprasad@dcil.co.in](mailto:svprasad@dcil.co.in), [gmp2@dcil.co.in](mailto:gmp2@dcil.co.in)

**8. Sunken Equipment:**

If any equipment (floating or otherwise) belonging to the Contractor or Sub-contractor or any material or things therein or thereafter sink from any cause whatsoever, it shall immediately be

CONTRACTOR

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.

9. In the event of breach of contract by the tenderer and/or the contract is cancelled due to default on the part of the tenderer and/or the balance work is awarded to another agency to be carried out at the risk and cost of the tenderer committing the breach of contract or default, the corporation is entitled to withhold any sum due to the tenderer towards the sum due as a result of said breach or default.
10. If the contractor abandons the contract or fails to commence the work without valid reasons or unable to maintain sufficient progress as per the agreed programme, DCI may after giving 7 days notice in writing to the contractor, will carry out the remaining work in full or part as deemed necessary at the cost and risk of the contractor. The cost incurred due to the contractors default as above, will be deducted from any payment due or becomes due to the contractor or from any other contract without prejudice to any other method of recovery.
11. In the event of temporary /permanent cease of dredging /project works/or closure of Haldia Project office, the contract for supplying the launch shall be terminated / re-commenced temporarily or permanently by giving 7 (seven) days notice to the Tenderer.

**SECTION V**  
**TECHNICAL SPECIFICATIONS**

SECTION V  
TECHNICAL SPECIFICATION

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

**SECTION VI**  
**SAMPLE FORMS**

SECTION – VISAMPLE FORMS

## TABLE OF FORMS

Sl. No.	Topic	Page No.
1.	Bid Form	48
2.	Price Schedule & Price Bid	49-50
3.	Proforma for Bank Guarantee for Earnest Money Deposit	51-52
4.	Agreement Form	53-54
5.	Performance Security Form	55-56
6.	Qualification Requirements	57
7.	Details of the Mechanized Steel Hull Launch proposed for hire	58

SECTION – VI

SAMPLE FORMS

Notes on the Sample Forms

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

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

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

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

The Performance Security Only the successful Bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the DCI.

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

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

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

1. **Bid Form**

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

To:

Head of the Dept.,  
Division-II  
Dredging Corporation Of India Ltd.  
Visakhapatnam – 530 001

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 \_\_\_\_\_ 2018\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

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

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

CONTRACTOR



**2. PRICE SCHEDULE**

**PREAMBLE TO PRICE BID**

1. The items given in the Bill of Quantities are for “Supply, manning and running of One No. twin screw steel hull mechanized launch with a minimum plying speed of 8 to 10 knots for conducting hydrographic surveys at Jallingham, Haldia anchorage, Eden & Auckland Channels at Haldia ”
2. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
3. No other charges , other than those specified in the tender conditions shall be payable.
4. The area of operations/ channels/ Bars shall be as per the demarcation in vogue with the concerned Port.

**PRICE BID (COVER-B)**

NAME OF WORK: “Supply, manning and running of One No. twin screw steel hull mechanized launch with a minimum plying speed of 8 to 10knots for conducting hydrographic surveys at various channels leading to Haldia Dock complex Haldia”

NAME OF THE TWIN SCREW STEEL HULL LAUNCH: - .....

Item No.	Description	Unit	Rate/ unit	
			(in figures)	(in words)
1.	<u>RETENTION CHARGES</u>			
	The daily hire (retention) charges for Supply, manning and running of One No. twin screw steel hull mechanized launch with a minimum plying speed of 8 to 10knots for conducting hydrographic surveys at various channels leading to Haldia Dock Complex, Haldia including repairs, maintenance etc., all complete, for the entire period of contract including extension period, if any. In case of breakdown, retention charges shall be paid on pro-rata basis.	Per day of 24 hours or pro-rata thereof.		
2.	<u>OPERATIONAL CHARGES</u> Hourly running charges for Supply, manning and running of One No. twin screw steel hull mechanized launch with a minimum plying speed of 8 to 10knots for conducting hydrographic surveys at various channels leading to Haldia Dock Complex, Haldia including repairs, maintenance etc., all complete, for the entire period of contract including extension period, if any.	Per hour or pro-rata.		
3	Price variation of Fuel <b>date of submission of bid</b>	Base price of fuel Rs.....per ltr as on date of submission of bid.		

- Note:- 1) The intended launch should have minimum certification of IV Act with class registration to operate at Hugli Estuary as specified in the tender.  
 2) Apart from daily retention charges (item No. 1), the evaluation will be done considering 200 running hours per month for item No.2  
 3) Rate quoted should be excluding GST.

NAME & SEAL OF CONTRACTOR

CONTRACTOR

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

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

Bank Guarantee No.

Date:

To

Head of the Dept.,  
Division-II  
Dredging Corporation Of India Ltd.  
Dredge House, Port Area  
Visakhapatnam – 530 001

WHERE AS \_\_\_\_\_ (hereinafter) called “the Tenderer” has submitted its tender dated .....for the execution of (name of work).....(hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam – 530 001 hereinafter called the “CORPORATION”.

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

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

THE CONDITIONS of this obligation are:

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

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

CONTRACTOR

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

Dated.....day of .....2018

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

CONTRACTOR

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

at the times and in the manner prescribed by the Contract.

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

Signed and sealed by:

CONTRACTOR

Signature :

Signature:

Name :

Name :

Designation :

Designation

Seal :

Seal :

In the presence of

Witness

a) Signature

Signature

Name & Address:

Name & Address:

CONTRACTOR

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

Bank Guarantee No.

Date

To  
Dredging Corporation of India Limited  
.....  
.....

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the “DCI”) having agreed to exempt M/s..... having its Registered Office at .....(herein after called the said “Contractor” from the demand under the terms and conditions of an Agreement / Contract / Work Order dated .....made between DCI and Contractor for .....(herein after called the said “Agreement”), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for ..... only), we .....(hereinafter referred (indicate the name of the Bank) to as “the Bank” at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceeding .....against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We, .....  
(indicate the name of Bank)

do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .....(say) .....only).

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so  
CONTRACTOR

made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We ..... further  
(indicate name of the Bank)

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

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

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

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

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

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

Dated the .....day of .....2018.

CONTRACTOR



**6. Qualification Requirements**

(Referred to in Clause 11.2 of ITB)

1) Financial Qualification:

The bidder should furnish

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

2) Technical Qualification:

The documentary evidence of bidder's technical competence should include a Certificate from Employer(s) 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.

3) The intended launch should possess minimum IV Act with Class registration.

### **7. Details of the Mechanised Steel Hull Launch**

(Should be given separately for each launch)

- |         |   |   |
|---------|---|---|
| 1.      | Name of the twin screw Launch   | : |
| 2.      | Name of the owner   | : |
| 3.      | Builder's name and Address  | : |
| 4.      | Year of built   | : |
| 5.      | Main dimensions   | : |
|         | Length  | : |
|         | Breadth   | : |
|         | Depth   | : |
|         | Draft   | : |
| 6.      | Model & year of manufacture of Engine                                 | : |
| 7.      | Make of Engine  | : |
| 8.      | Horse Power of Engine   | : |
| 9.      | Speed of Steel Hull Launch  | : |
| 10.     | Particulars of registry of Steel Hull<br>Launch and year of registry. | : |
| 11.     | Single screw or twin screw  | : |
| 12. (a) | Carrying capacity of persons  | : |
|         | (b) Carrying capacity of equipment and material                       | : |
| 13.     | Registration Certificate  | : |
| 14.     | Communication system held in<br>operational condition on board.       | : |
| 15      | LSA (Life Saving Appliances)  | : |
|         | FFA (Fire Fighting Appliances)  | : |
| 16.     | Place where the Steel Hull Launch is presently available:             |   |

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

CONTRACTOR

PROFORMA

Date: .....

To

Head of the Dept.,  
Division-II  
Dredging Corporation Of India Ltd.  
Dredge House, Port Area  
Visakhapatnam – 530 001

Sir,

Sub: Tender for “Supply, manning and running of One No. steel hull twin screw mechanized launch with a minimum plying speed of 8 to 10 knots for conducting hydrographic surveys at various channels leading to Haldia dock complex , Haldia – Reg.

A. With reference to your Tender No. Tender No. DCI/DIV-II /HIRING OF SURVEY-LAUNCH/2018/, Date 04-10-2018 and as per Cl. No.7.2.11 of Instructions To Bidders of Contract, we hereby certify that, we do not have any current litigation with any party/ firms.

‘or’

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

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

Thanking you,

Yours faithfully,

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

CONTRACTOR

PROFORMA

Date.....

To

Head of the Dept.,  
Division-II  
Dredging Corporation Of India Ltd.  
Dredge House, Port Area  
Visakhapatnam – 530 001

Sir,

Sub: Tender for “Supply, manning and running of One No. steel hull twin screw mechanized launch with a minimum plying speed of 8 to 10 knots for conducting hydrographic surveys at various channels leading to Haldia dock complex , Haldia – Reg.

A. With reference to your Tender No. Tender No. DCI/DIV-II /HIRING OF SURVEY-LAUNCH/ 2018/, Date 04-10-2018 and as per Cl. No.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 Under 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 Under 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.

CONTRACTOR

PROFORMA

Date: .....

To

Head of the Dept.,  
Division-II  
Dredging Corporation Of India Ltd.  
Dredge House, Port Area  
Visakhapatnam – 530 001

Sir,

Sub: Tender for “Supply, manning and running of One No. steel hull twin screw mechanized launch with a minimum plying speed of 8 to 10 knots for conducting hydrographic surveys at various channels leading to Haldia dock complex , Haldia – Reg.

A. With reference to your Tender No. Tender No. DCI/DIV-II /HIRING OF SURVEY-LAUNCH/2018/, Date 04-10-2018 and as per Cl. 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 Cl. 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,

CONTRACTOR

PROFORMA

Date: .....

To

Head of the Dept.,  
 Division-II  
 Dredging Corporation Of India Ltd.  
 Dredge House, Port Area  
 Visakhapatnam – 530 001

Sir,

Sub: Tender for “Supply, manning and running of One No. steel hull twin screw mechanized launch with a minimum plying speed of 8 to 10 knots for conducting hydrographic surveys at various channels leading to Haldia dock complex , Haldia - Reg.

With reference to your Tender No. DCI/DIV-II /HIRING OF SURVELAUNCH/2018/, Date 04-10-2018 and as per Cl. No.7.2.20 of Instructions to Bidders of Contract, we hereby furnished our Bank Account details for payment through E-transfer as follows:

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

Thanking you,

Yours faithfully,

CONTRACTOR

**PROFORMA OF PRE CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_, between, on one hand, Dredging Corporation of India Limited, Visakhapatnam through Capt. **S.V. Prasad** , **HOD (Div-II)** (hereinafter called the 'BUYER/ EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_, represented by Shri. \_\_\_\_\_, \_\_\_\_\_ (**Name of Person**), \_\_\_\_\_ (Designation) (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/ EMPLOYER' has invited \_\_\_\_\_ (*name of the work*) and the BIDDER/SELLER is submitting his bid for the same and WHEREAS the BIDDER is a Private Limited company/ Public Limited company/ Government undertaking/ Registered partnership firm constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is Dredging Corporation of India Limited.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- (i) Enabling the BUYER/EMPLOYER to obtain the desired said stores/equipment/services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- (ii) Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/ EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the 'BUYER/ EMPLOYER'**

- 1.1 The 'BUYER/ EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

CONTRACTOR

- 1.2 The 'BUYER/ EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the 'BUYER/ EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/ EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

CONTRACTOR



- 3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/ EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of EOI.  
  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/ EMPLOYER'.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the EOI process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the EOI process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/ EMPLOYER' to take all or any one of the following actions, wherever required:-
  - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iii) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such

outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (iv) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (v) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/ EMPLOYER' resulting from such cancellation/ rescission and the 'BUYER/ EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vi) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/ EMPLOYER'.
  - (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The 'BUYER/ EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (ix) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the 'BUYER/ EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6. Fall Clause**

- 7.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.

## **7. Independent Monitors**

- 7.1 The 'BUYER/ EMPLOYER' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

CONTRACTOR

- 1) Shri. M. Narayana Rao, Ex. CMD, MIDHANI  
H No. 8-2-293/82/J/A-60, Journalist Colony  
Jubilee Hills, Hyderabad-500033  
Phone: 040-23115247/ 9989055569
- 2) Shri. M. Sundara Ram, IRTS (Retd.)  
203, Subh Nivas, 12-13-548  
Street 14, Nagarjuna Nagar,  
Tarnaka, Hyderabad-500017  
Phone: 040-27153535/ 9701345950

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER/EMPLOYER,
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER/EMPLOYER, including that provided by the BIDDER. The BIDDER 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 shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER/ EMPLOYER, 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER/ EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **9. Law and Place of Jurisdiction**

CONTRACTOR

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER/ EMPLOYER

**10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**11. Validity**

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of the BUYER/ EMPLOYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 11.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

**12.** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER/ EMPLOYER

BIDDER.

Name of the Officer.  
and Designation

Name of the Officer.  
and Designation

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_,

CONTRACTOR

SECTION – VII

**CHECK LIST FOR**  
**TECHNO- COMMERCIAL BID**

SECTION – VII

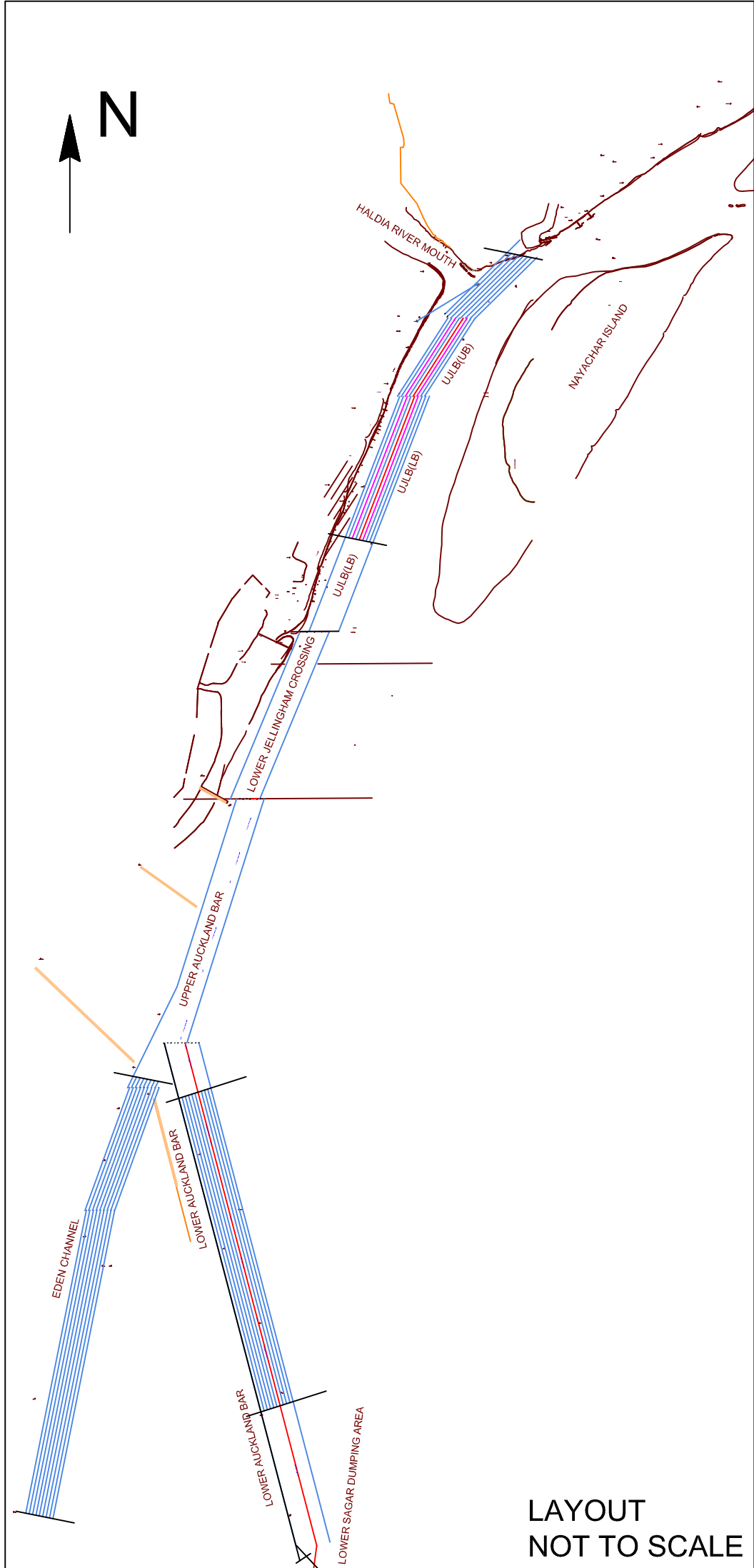
**CHECK LIST FOR TECHNO- COMMERCIAL BID**

1. A Bid Form except the Price Schedule.
2. A list of works in hand/being executed as on the date of submission of tender.
3. A detailed list of vessels available with the tenderer .
4. Details of the Mechanized Steel Hull launch Proposed for Hire.
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 - 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
7. Documentary proof that the intended launch possesses minimum certification of IV act with class registration.
8. Cost of tender document – to be remitted through NEFT/ RTGS and copy of electronic receipt / UTR to be enclosed with the tender.
9. PAN Number
10. Registration with Provident Fund Authorities
11. GST registration number.
12. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
13. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
14. Information regarding any current litigation in which the tenderer is involved.
15. Copies of original certificates of registration etc. of the Steel Hull Launch proposed to be offered to DCI including copy of the existing insurance policy covering the Steel Hull launch, crew and third party.
16. Copies of original license for carrying men and material from local / port authorities to the dredger in the port waters.

CONTRACTOR

17. Copy of clear title of the ownership of the Steel Hull twin screw mechanized launch if the tenderer is not the owner of the Steel Hull launch, necessary documents in support of the authorization granted by the owner of the Steel Hull launch to the tenderer to offer and operate the mechanized Steel Hull launch/launches by the tenderer. (This authorization shall be executed on a stamp paper duly notarized).
18. The bidder shall have to give a Certificate as specified in Clause 27 of GCC.
19. Original Integrity Pact agreement with Dredging Corporation of India Ltd executed on Rs.100/- stamp paper (Annexure-V)
20. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.
21. Details of Bank account for Electronic transfer of payments.

\*\*\*\*\*



LAYOUT  
NOT TO SCALE