

**DREDGING CORPORATION OF INDIA LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
"DREDGE HOUSE", PORT AREA,  
VISAKHAPATNAM, A. P., INDIA**



***TENDER FOR***

**CONDUCTING GEOTECHNICAL INVESTIGATION IN BISALPUR DAM  
RESERVOIR AND ITS APPROACHES, TONK (DT), RAJASTHAN, IN  
CONNECTION WITH DESILTING OPERATIONS OF THE RESERVOIR.**

**TENDER ISSUED TO**

**M/s.**

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**HEAD OF THE DEPARTMENT (MARKETING)  
DREDGING CORPORATION OF INDIA LIMITED  
VISAKHAPATNAM, INDIA**

Contractor

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## DREDGING CORPORATION OF INDIA LIMITED

"DREDGE HOUSE", Port Area  
VISAKHAPATNAM

DCI/Mktg/Bisalpur Reservoir/Geotech/2018

Date: 07.08.2018

### **SECTION I-** **NOTICE INVITING TENDER (NIT)**

Sealed Tenders are invited in two covers system (i.e.) Cover-A "Techno-Commercial Bid", Cover-B "Price Bid" by DREDGING CORPORATION OF INDIA LIMITED, DCI HEAD OFFICE, Visakhapatnam from experienced parties for "***Conducting Geotechnical Investigations in Bisalpur Dam Reservoir and its Approaches, Tonk (Dt), Rajasthan in connection with de-silting operations of the Reservoir***".

1.	Name of Work	: Conducting Geotechnical Investigations in Bisalpur Dam reservoir and its Approaches, Tonk (Dt), Rajasthan in connection with de-silting operation of the reservoir.
2.	Period of Contract	: 150 days, including mobilization period of thirty (30) days from the date of placing of Work Order.
3.	Earnest Money Deposit	: <b>Rs 1,90,000</b> (Rupees One lakh ninety thousands only) by way of Demand draft /NEFT/ RTGS / Bank Guarantee in favour of Dredging Corporation of India Limited.
4.	Issue of Tenders	: 07.08.2018 to 28.08.2018 up to 1100 Hrs from the Office of HOD (Marketing), DCIL HO, Dredge House, Visakhapatnam– 530035
5.	Pre-bid meeting	: 17.08.2018 @ 1100 hours at office of DCI- Dredge House, Port Area, Visakhapatnam (queries to be sent by 14.08.2018 to <a href="mailto:hodmktg@dcil.co.in">hodmktg@dcil.co.in</a> , (or) <a href="mailto:Jaipur.rsmml@rajasthan.gov.in">Jaipur.rsmml@rajasthan.gov.in</a> )
6.	Last date of receipt of Tenders	: 28.08.2018 up to 1500 Hrs. in the Office of HOD (Marketing), DCIL HO, Dredge House, Visakhapatnam– 530035
7.	Opening of Techno-Commercial Bids	: 28.08.2018 @ 1530 Hrs. in the Office of HOD (Marketing), DCIL HO, Dredge House, Visakhapatnam- 530035
8.	Cost of Tender Documents	: Rs. 5,000 (Non-refundable) by way of by way of NEFT/ RTGS/ Demand Draft in favour of Dredging Corporation of

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		India Limited.
9	Account Details for DCI for Online NEFT/ RTGS Payments	: Dredging Corporation of India Ltd A/c No. 35832070000014 IFSC Code: SYNB0003583 Bank Name: DCIL branch, Syndicate Bank
10	Address for Submission of Bids and Correspondence	: HOD (Marketing) Dredging Corporation of India Ltd Dredge House, Port Area VISA KHAPATNAM-530001

**Pre-Qualification Criteria:**

1. The Bidder must have successfully completed the similar works of conducting Geotechnical investigations in India or abroad during the last 7 years ending, ending last day of month previous to the one in which tenders are invited should be any of the following:

- a) Three similar completed works each costing not less than the amount of Rs. 1.52 crores OR
- b) Two similar completed works each costing not less than the amount of Rs. 1.90 Crores OR
- c) One similar completed work costing not less than the amount of Rs. 3.04 Crores

(Note: -Similar works means conducting marine bore hole investigations in river/ lakes/ sea/ reservoirs etc, collection of Soil samples, conducting field tests, conducting laboratory tests, preparation of geotechnical investigation reports etc. In support of the proof for the works completed, the certified / notarized copy of the work order and the certificate of completion of the works from the client shall be enclosed along with the bid.)

2. Average Annual financial turn over during the last 3 years ending 31<sup>st</sup> March 2017 should be at least Rs 114 Lakhs. The firm shall produce the audited certified / notarized copy of the Annual Accounts (Balance Sheet and Profit & Loss Account) for evaluation purpose. In the event, it is not possible by the bidder to submit the Annual Accounts; they may produce the certificate of their annual turnover duly certified by the Chartered Accountant.

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

HEAD OF DEPARTMENT (MARKETING)  
DREDGING CORPORATION OF INDIA LTD.  
"DREDGE HOUSE", PORT AREA,  
VISAKHAPATNAM- 530 001,  
ANDHRA PRADESH, INDIA  
Telephone No. 0891- 2871312 / 2871202  
Fax No. 0891 – 2550851, 2560581, 2565920  
e-mail id: [\\_hodmktg@dcil.co.in](mailto:hodmktg@dcil.co.in), [vkpraviraj@dcil.co.in](mailto:vkpraviraj@dcil.co.in)

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

Dredging Corporation of India Ltd. reserves the right to:

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

**HEAD OF DEPARTMENT (MARKETING)**

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**INSTRUCTIONS TO BIDDERS (ITB)**  
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**SECTION II**  
**INSTRUCTIONS TO BIDDERS**

**(ITB)**

**A. Introduction**

**1. Eligible Bidders**

- 1.1. This Invitation for Bids is open to all parties who satisfy the conditions stipulated in the bid document.
- 1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Limited (DCI) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 1.3. Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 1.4. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI's Clients in accordance with **ITB Clause 31.1**

**2. Cost of Bidding**

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

**B. Bidding Documents**

**3. Content of Bidding Documents**

- 3.1. The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:
  - a) Instructions to Bidders (ITB)
  - b) General Conditions of Contract (GCC)
  - c) Special Conditions of Contract (SCC)
  - d) Technical Specifications

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e) Sample Forms containing the following:

- Bid Form
- Price Schedules
- Proforma For Bank Guarantee for Earnest Money Deposit
- Performance Guarantee Form
- Pre 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. Pre Bid Clarification**

4.1. A pre Bid meeting is scheduled to be held on 17-08-2018 @ 1100 Hours at DCI head office, Visakhapatnam, AP, Phone no 0891-2871312, 2871202. The Queries shall be submitted by mail addressed to [hodmktg@dcil.co.in](mailto:hodmktg@dcil.co.in) (or) [Jaipur.rsmml@rajasthan.gov.in](mailto:Jaipur.rsmml@rajasthan.gov.in) to DCI at least 3 (three) days prior to the date of pre bid meeting.

4.2. Interested parties may depute their representatives for the pre Bid meeting. However all bidders are strongly advised to visit the site and shall get acquainted with the site conditions before coming to the pre bid meeting. He shall visit and inspect the site on his own responsibility and thoroughly acquaint himself with all local conditions, for selection of suitable equipment and methodology to complete the entire scope work, placing, shifting and assembly of equipment, materials, labour, logistics, approaches to the site/location, working and environmental conditions for the purpose of bidding the Tender. All costs, charges and expenses that may be incurred by the Tenderer in connection with such visit and inspection and for the submission of Tender shall be borne by him and DCI accepts no liability what so ever therefore and further advised tenderer may attend to the pre bid meeting after site visit.

***Official to be contacted from RSMML for site visit is:***

Deputy General Manager (Mechanical)  
Head- New Business Development unit  
Rajasthan State Mines and Minerals Ltd (RSMML)  
Khanij Bhawan, Tilak Marg  
Jaipur Rajasthan-302005  
Phone: 0141-2227947, 0141-4016644

Contractor

Email: [jaipur.rsmml@rajasthan.gov.in](mailto:jaipur.rsmml@rajasthan.gov.in)

The officer to coordinate at DCI for the purpose of site visit is Asst Manager (Marketing) Phone no: 0891-2871241, email: [revan@dcil.co.in](mailto:revan@dcil.co.in)

- 4.3. All the queries raised by the bidders will be addressed in the pre bid meeting or shall be published online minimum one week before the due date of submission of bids.

## **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 placed on websites only. Respective bidders are requested to see the web site accordingly.
- 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 documents:**
  - 7.2.1. A Bid Form **except** the Price Schedule completed in accordance with **ITB Clause 8**

- 7.2.2. Earnest money deposit in the form of Demand Draft/ Bank Guarantee furnished in accordance with **ITB Clause 12**. If paid through RTGS/ NEFT transaction copy to be submitted.
- 7.2.3. Cost of the tender
- 7.3. A list of works tendered for and in hand/being executed as on the date of submission of tender.
- 7.4. A detailed list of equipments available with the tenderer and which are proposed for deployment for the work under consideration including their specification.
- 7.5. 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 and profit and loss account for the last three years ending 31<sup>st</sup> March 2017.
- 7.6. Registration with Provident Fund Authorities
- 7.7. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document and signed blank copy of Price format.
- 7.8. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
- 7.9. Copies of original certificates of registration etc., of the sea worthy boat/marine craft(s) which is proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the said marine spreads/boat, equipment, Crew and Third Party issued by concerned authorities, as applicable.
- 7.10. Copy of clear title of the ownership of the sea worthy boat/marine craft(s). If the tenderer is not the owner of the Boat/Boats/marine craft(s), necessary documents in support of the authorization or lease granted by the owner of the said Boat to the tenderer to offer and operate the Boat by the tenderer till completion of the entire work. This authorization or lease shall be executed on a stamp paper duly notarized.
- 7.11. PAN Number issued by Income Tax Authorities and Bank account details.
- 7.12. GST Registration Number
- 7.13. 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

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with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd. **(Annexure-II)**.

- 7.14. 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)**
- 7.15. The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid. **(Annexure-III)**
- 7.16. Details of Bank Account for Electronic Transfer of payments **(Annexure-IV)**
- 7.17. Check list for Techno-Commercial Bid
- 7.18. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer. DCI reserves its right to seek any other details/ documents to ascertain the competence of the tenderer. Suitability of the boat/vessel/marine spread, etc as per tender conditions will be decided by Committee appointed. As per Committee report, if Boat /vessel/marine spread, etc are not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.
- 7.19. The tenderer must indemnify DCI/RSMML against all damages and accident occurring to their labour.
- 7.20. Information regarding any current litigation in which the tenderer is involved **(Annexure-I)**.
- 7.21. Managerial & supervising set up to carry out the scheduled works and acting liaison with DCI representatives. List of key personnel for executing the work shall be submitted.
- 7.22. Signed blank copy of price format.
- 7.23. A detailed deployment planning/schedule of programme for the tendered work shall be submitted.
- 7.24. A separate letter addressing to Head of the Department (Marketing), confirming, that the tenderer has accepted all terms and conditions laid down in the Bid Document.
- 7.25. Integrity Pact as per annexure V

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## **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 7.2.1 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 his unit rates in the Price Schedule (where applicable) and completed price schedule shall be placed 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.
- 9.3. 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.
- 9.4. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

## **10. Bid Currencies**

Prices shall be quoted in Indian Rupees only.

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

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 as per NIT to perform the contract if its bid is accepted.

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

- 12.1. Pursuant to **ITB Clause 7**, the Bidder shall furnish, the Earnest Money Deposit by way of Demand Draft for an amount of Rs. 1,90,000/- drawn in favour of Dredging Corporation of India Limited payable at Visakhapatnam from any Scheduled or Nationalized Indian Bank or unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized 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.**
- 12.3. The earnest money deposit submitted in the form of a Demand Draft or a bank guarantee issued shall be valid for sixty (60) 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 sixty (60) days after the expiration of the period of bid validity prescribed by the DCI pursuant to **ITB Clause 13** without interest/
- 12.6. The earnest money deposit may be forfeited:
  - (a) If a Bidder:
    - (i) Withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or
    - (ii) Does not accept the correction of errors pursuant to **ITB Clause 22.2;**  
or
  - (b) In case of a successful Bidder, if the Bidder fails:
    - (i) To execute the contract agreement in accordance with **ITB Clause 29;** or
    - (ii) To furnish Performance Guarantee 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 180 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 Telegram / Fax /Email by DCI is made before the expiry of the initial validity period of 180 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. Site Visit**

The Tenderer shall carefully examine the Conditions of Contract, Scope of Work, Instructions to Tenderer, the Specifications etc. He shall visit and inspect the site on his own responsibility and thoroughly acquaint himself with all local conditions, for selection of suitable equipment and methodology to complete the entire scope work, placing, shifting and assembly of equipment, materials, labour, logistics, approaches to the site/location, working and environmental conditions for the purpose of bidding the Tender. All costs, charges and expenses that may be incurred by the Tenderer in connection with such visit and inspection and for the submission of Tender shall be borne by him and DCI accepts no liability what so ever therefore and further advised tenderer may attend to the pre bid meeting after site visit.

***Official to be contacted from RSMML for site visit is:***

Deputy General Manager (Mechanical)  
Head- New Business Development unit  
Rajasthan State Mines and Minerals Ltd (RSMML)  
Khanij Bhawan, Tilak Marg  
Jaipur Rajasthan-302005  
Phone: 0141-2227947, 0141-4016644  
Email: [jaipur.rsmml@rajasthan.gov.in](mailto:jaipur.rsmml@rajasthan.gov.in)

The officer to coordinate at DCI for the purpose of site visit is Asst Manager (Marketing) Phone no: 0891-2871241, email: [revan@dcil.co.in](mailto:revan@dcil.co.in)

**D. Submission of Bids**

**15. Sealing and Marking of Bid**

- 15.1. The Techno- Commercial Bid along with all enclosures to be put in a sealed cover super scribed with the words - Cover-A "Techno-Commercial Bid" for the work *"Conducting Geotechnical Investigations in Bisalpur Dam reservoir and its Approaches, Tonk (Dt), Rajasthan in connection with de-silting operations of the reservoir"* and shall be submitted on or before 1500 hrs on 28.08.2018.
- 15.2. The Price Bid (Cover B) containing only tendered amount is required to be put in another sealed cover super scribed with the words – Cover-B "Price Bid" for Contractor

the work "*Conducting Geotechnical Investigations in Bisalpur Dam reservoir and its Approaches, Tonk (Dt), Rajasthan in connection with de-silting operation of the reservoir*" – Price Bid" and shall be submitted on or before 1500 hrs on 28.08.2018.

- 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 again in an another separate main sealed cover super scribed with the words "*Conducting Geotechnical Investigations in Bisalpur Dam reservoir and its Approaches, Tonk (Dt), Rajasthan in connection with de-silting operation of the reservoir*" to be submitted to HOD (Marketing), Dredging Corporation of India Limited, 'Dredge House', Port Area, Visakhapatnam- 530001 on or before 1500 hrs of 28.08.2018.
- 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) Cl. no. 15.3, 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 specified 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:**

Any bid received by DCI after the deadline for submission of bids prescribed by the DCI pursuant **to ITB Clause 16 due** to reason as mentioned in ITB Cl. **16.1** will be rejected and returned unopened to the Bidder.

#### **18. Modification of Bids**

The Bidder cannot modify or withdraw its bid after the bid's submission.



## **E Opening and Evaluation of Bids**

### **19. Opening of Bids by DCI**

- 19.1. The DCI will open all the outer covers containing both sealed Covers A and B of the bids and the Cover A Techno-Commercial Bids only in the presence of bidder's authorized 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**

During technical evaluation of the bids, DCI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

### **21. Preliminary Examination**

- 21.1. The DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, in line with the pre-qualification criteria given in NIT.
- 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 confirms to all 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**

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**Clause 12)**, Applicable Law (**GCC Clause 22**), and Taxes and **Duties (GCC Clause 24)**, Performance Guarantee (**GCC Clause 5**), and Force Majeure (**GCC Clause 16**) will be deemed to be a material deviation. The DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.

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

## **22. Evaluation and Comparison of Bids**

- 22.1. The Cover B containing the Price Bids will be opened of only those tenderers who have been qualified in the Techno-Commercial Bid at a later date. The date and time of opening of Cover B - Price Bid shall be notified to all the technically qualified bidders and will be opened in the presence of such authorized persons or representatives who wish to be present.
- 22.2. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited. The decision of the Head of Department (Marketing) DCI, Visakhapatnam will be final.

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

- 23.1. From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact DCI on any matter related to the Bid, it should do so in writing/email.
- 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, DCI will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in

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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**, DCI will award the contract to the successful Bidder whose bid has been determined technically qualified and 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:**

- 26.1. The period of contract is 150 days which is including mobilization period of 30 days from the date of work order/LOI. Mobilizing suitable and required number of boring /drilling equipment/marine spreads, locating the bore hole positions for coordinates and RLs, shifting, assembly, positioning of boring/drilling equipment, marine spreads, advancing the bore holes, collection of samples from filed tests, **establishing laboratory setup at site**, conducting laboratory tests at site, submissions of draft and final Soil investigation reports, etc., shall be completed within 150 days and shall submit 4 hard copies and two soft copies. DCI reserves the right regarding increase or decrease of bore hole numbers and shifting of bore hole locations depending on the site requirement and DCI's decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.
- 26.2. In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving **a seven notice of termination**. In this case the tenderer shall not have any additional claim whatsoever.
- 26.3. During the contract period, Contract shall be terminated **by giving seven notice** by the DCI, 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:**

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.

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**28. Notification of Award:**

- 28.1. Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing by registered letter or telex / fax/email , 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.
- 28.3. Contractor has to sign a duplicate of work order and send back to DCI, HO, Visakhapatnam as a sign of acceptance of work.

**29. Signing of Contract:**

Soon after notifies to the successful Bidder that its bid has been accepted as L1, Bidder has to execute Contract Agreement with DCI at his cost as per tender conditions **as per form no 4**.

**30. Performance Guarantee:**

Within Ten (10) days of the receipt of notification of award from the DCI, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of **Contract in Form 3**, in the Performance Guarantee 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/ observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DCI., defines for the purposes of this provision, the terms set forth below as follows:

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

“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;

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;

31.2. 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.

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

1) Shri M.Narayana Rao, Ex.CMD, Midhani,  
House No. 8-2-293/82/J/A-60,  
Journalist colony, Jubilee Hills,  
Hyderabad → 500033  
Phone- 9989055569  
Email- [nrmyneni@gmail.com](mailto:nrmyneni@gmail.com)

2) Shri M.Sundara Ram, IRTS(Retd.), Chief Operations Manager, NEFR  
203, Subh Niwas, 12-13-548,  
Street 14, Nagarjuna Nagar, Taranaka,  
Hyderabad-500017  
Phone → 9701345950  
Email- [madduris2000@gmail.com](mailto:madduris2000@gmail.com)

**33. General:**

33.1. Bid Documents are not transferable.

33.2. Where the Bidder fails to enter a price or a rate in any, or part of the item of bill of quantities, 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.

33.3. The bidder shall produce documentary evidence for the technical data as per the tender.

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- 33.4. All Signatures in the Document shall be dated.
- 33.5. All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 33.6. 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.
- 33.7. All correspondences must be made to DCI, HO Visakhapatnam, even after award of work.

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

**1. Definitions**

**1.1.** In this Contract, the following terms shall be interpreted as indicated:

1.1.1. **"Corporation"** means the Dredging Corporation of India Limited (DCI).

1.1.2. **"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 Services"** means all of the services, which the Contractor is required to supply to the DCI under the Contract.

1.1.6. **"Work"** means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".

1.1.7. **"Specifications"** means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.

1.1.8. **"Engineer "** means the DCI's official representative as may be appointed from time to time by DCI with consent of RSMML / employer to take decisions on behalf of DCI/RSMML , and with written notification to the Contractor, to act as DCI's representative for the purpose of the Contract, in place of the "DCI" so designated.

1.1.9. **"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 and supplying the Services under this Contract

1.1.10. **"Excepted Risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War,

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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).

1.1.11. **"GCC"** means the General Conditions of Contract contained in this section.

1.1.12. **"SCC"** means the Special Conditions of Contract.

1.1.13. **"Day"** means calendar day.

1.1.14. **"Month"** means the English calendar month.

1.1.15. **"Singular/Plural"** Word importing the singular only, also includes the plural and vice-verse where the context so requires.

1.1.16. **"The heading /Marginal Notes"** in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

## 2. **Application**

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

## 3. **Standards**

The services to be 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 – DCIs' Power**

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

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

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer/DCI. 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 laborers 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 labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading equipment and ancillary spares, watch-keeping, lighting, running expenses of the Boat including fuel, oil, grease, wages of crew, mobilization, demobilization of equipment as required, dues, wharfage/ jetty charges, payment of fees, duties, taxes to the appropriate authorities and other things of every kind required for the completion of work, excluding GST.

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4.6. **Contractor is Responsible for safety of the Boat/Marine crafts including men and material:**

The Contractor shall be solely responsible for all adequacy, stability and safety of all site operations, men and materials, even if any prior approval thereto has been taken from DCI/Engineer.

4.7. **Contractor to Supervise the Works**

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

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

The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Engineer/DCI/RSMML, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Engineer/DCI/RSMML 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.

4.9. **Contractor to Indemnify the DCI/RSMML against all Claims for Loss, Damage etc.**

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

4.9.1. Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.

4.9.2. 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.

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- 4.9.3. 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/RSMML or any other person.
- 4.9.4. Damage / injury caused to waterway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- 4.9.5. Pollution of waterway and damage caused to river, lock, or other structures related to waterway, in operating contractor's vessels equipment.
- 4.9.6. The Contractor should make his own arrangements at his cost for a suitable berth during working, non-working time, repair and maintenance, and any other purpose etc. till completion of the work.
- 4.9.7. The vessel should be adequately lit as per port rules/ Concern Authority norms and regulations and should have adequate lighting arrangements during the work.
- 4.9.8. The Contractor has to follow all safety regulations while carrying men / materials / equipment required for repairs if any, or any other service to ensure un-interrupted survey operations.
- 4.9.9. In the event of the breakdown / deficiency in making desired speed /condition of the Deployed Boat/marine crafts, the Contractor has to replace the same with immediate effect without causing any hindrance to the normal activities of work. The replaced Boat/marine crafts should not be changed in specifications as agreed previously. In the event the Contractor fails to make arrangement for a substitute sea worthy boat for conducting surveys then, DCI will arrange a substitute at the risk and cost of the Contractor. No mobilization or de-mobilization will be paid for the substitute of sea worthy Boat.

4.10. **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 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.

4.11. **Works to Cause Minimum Possible Hindrance**

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

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## 5. **Performance Guarantee**

- 5.1. Within Ten (10) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance guarantee to DCI in the amount specified in the **Special Conditions of Contract**.
- 5.2. The proceeds of the Performance guarantee shall be payable to DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 5.3. A sum equal to 10% of the contract value as indicated in work order shall be deposited by the contractor by Demand Draft or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Guarantee Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure enclosed. Bank Guarantee shall be valid till completion of work including extended period, if any.

In case the contract is further extended, sum equal to 10% of the contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from DCI. Performance Guarantee Deposit will not carry any interest. The same will be returned after completion of work duly certified by the DCI. If Bank Guarantee is submitted against Performance Guarantee, it should be valid till 60 days after date of completion of work including extended period if any.

- 5.4. The Performance Guarantee will be discharged by 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.

## 6. **Insurance**

- 6.1. The contractor shall without limiting his obligations and responsibilities insure :
  - 6.1.1. The contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site
  - 6.1.2. Against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance).

- 6.1.3. Against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen)
- 6.1.4. The crafts deployed shall have required number of life jackets, safety devices, fenders, anchors etc. The craft along with crew and passengers shall be insured for any mishaps.
- 6.2. The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected.  
**Insurance to be shown to DCI within 10 days of issue of work order**
- 6.3. The contractor shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times.
- 6.4. If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 6.5. 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/RSMML against all losses and claims arising from such failure.

## 7. **Payment**

The Contractor's request(s) for payment shall be made to the DCI in writing, accompanied by invoice and relevant supporting documents.

- 7.1. A logbook shall be maintained by the Contractor, which shall form the basis for the payment.
- 7.2. Day to day quantities executed as per BOQ shall be noted in log book and shall certify by the DCI.
- 7.3. Mobilization payment shall be released after completion of mobilization & after commencement of borings. The mobilization payment will be released within 21 days from the date of receipt of the invoice along with all relevant supporting documents, insurances etc,.
- 7.4. The Bill for Services rendered monthly or executed borings/drilling in meters and number of tests conducted and certified by the Engineer/DCI shall be

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submitted along with the invoice. Payment will be made on monthly basis based on the quantities executed and certified as per BOQ by the Engineer/DCI. Monthly Payment shall be made by DCIL, within 21 days from the date of submission of invoice/claim by the Contractor complete in all respects along with relevant supporting documents. The payments will be done by Electronic Payment. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.

- 7.5. 5% of the contract value shall be deducted from each bill on account of Retention money. The same will be returned after completion of work and shall not carry any interest. If 5% of contract value in form of Bank Guarantee is submitted against retention money, it should be valid till 60 days after date of completion of work including extended period if any. This BG will be discharged by Engineer/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.
- 7.6. After completion of entire work by the contractor in all respects and submission of final report and lab test results and after submission of final report in all respects as per BOQ, the final bill will be raised by the Contractor. The payment for the final bill will be released along with demobilization amount and after submission of work completion certificate within 45 days from the date of receipt of invoice. Contractor should raise his invoice based on work completion certificate issued by DCI along with final reports (6 hard copies and two soft copies).

## **8. Prices:**

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

## **9. Change Orders**

- 9.1. The DCI may at any time by a written order give to the Contractor make changes within the scope of the Contract for the services to be provided by the Contractor.
- 9.2. If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Contractor

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for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the Engineers /DCI's change order.

#### **10. Contract Amendments**

No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **11. Assignment**

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

#### **12. Subcontracts**

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

#### **13. Delays in the Contractor's Performance**

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

13.2. 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 Engineer/ 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 Engineer/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.

13.3. 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 14**, unless an extension of time is agreed upon without the application of liquidated damages.

#### **14. Liquidated Damages**

Subject to **GCC Clause 17**, if the Contractor fails to perform the Services within the period(s) specified in the Contract, the DCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% per day of the contract price will

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be charged for delay in completion of whole work subject to maximum 10% of the contract price. Once the maximum is reached, the DCI may consider termination of the Contract pursuant to GCC Clause 15.

## **15. Termination for Default**

- 15.1. The DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
- 15.2. if the Contractor fails to provide the service within 15 days, or within any extension thereof granted by the DCI pursuant to GCC Clause 14; or
- 15.3. if the Contractor fails to perform any other obligation(s) under the Contract.
- 15.4. 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 anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

## **16. Force Majeure**

- 16.1. Notwithstanding the provisions of **GCC Clauses 14, 15, 16** the Contractor shall not be liable for forfeiture of its Performance Guarantee, 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.

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16.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Engineer/DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, tsunami, epidemics, quarantine restrictions and freight embargoes.

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

#### **17. Termination for Insolvency**

The Engineer/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 Engineer/DCI.

#### **18. Termination for Convenience**

The Engineer/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 7 days will be given.

#### **19. Settlement of Disputes**

19.1. If any dispute or difference of any kind whatsoever shall arise between the Engineer/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.

19.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Engineer/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.

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- 19.3. 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.
- 19.4. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 19.5. Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) DCI shall pay the Contractor any monies due to the Contractor.

**20. Limitation of Liability:**

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

**21. 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.

**22. Applicable Law (as per Cl 4 of GCC)**

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

**23. Compliance with Statutory Requirements:**

- 23.1. 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

Contractor

indemnify and keep DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, 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.

#### **24. Taxes and Duties**

The contractor shall pay all taxes, levies, duties, etc. excluding service 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.

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.

GST as applicable shall be paid extra along with bill at the rate prescribed by the Govt. from time to time. Contractor has to mention separately GST amount in the BOQ.

#### **25. 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.

#### **26. Notices**

- 26.1. Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or Fax / cable and confirmed in writing to the address specified for that purpose in the **Special Conditions of Contract**.
- 26.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**SECTION IV**  
**SPECIAL CONDITIONS OF CONTRACT**  
**(SCC)**  
**TABLE OF CLAUSES**

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

The following Special Conditions of Contract shall supplement the General Conditions of Contract and shall read in conjunction with respective clauses of General Conditions of Contract (GCC).

**1. Scope of Work**

**1.1. General information about Reservoir Site**

Rajasthan Mines and Minerals Ltd (RSMML), Jaipur has intended to take up the De-silting Operations of Bisalpur dam Reservoir to enhance the water holding capacity of reservoir to its maximum capacity and in this context approached DCI to take up the de-silting/dredging operations of the reservoir. DCI has taken up the desilting operations of the reservoir and before going for dredging operations, it is proposed to take up detailed Geotechnical studies to assess the thickness of soil beds below bed level and also the nature of soil to assess the suitable type of dredging equipment.

The Bisalpur Dam is a gravity Dam on the Banas River near Deoli in Tonk District, Rajasthan, India. The dam was completed in 1999 for the purpose of irrigation and water supply. The Dam is located at approximately 170 Km from the city of Jaipur. Full Tank Level (FTL) is 315.50 Meters and RL at Dam Site is 295.00 meters. At FRL the reservoir occupies an area of 212.30 acres. Since Dam Completion in 1999 the rivers have been depositing material in the Reservoir area. Gross Reservoir storage Capacity is 1095 Mm<sup>3</sup> and from which 6.321 M Cum is getting silted up every year. The Dam was filled up to 315 M in 2017 and overflowed in 2016. Average rainfall in catchment is 550 mm. Avg. Gradient is 1:2000 in reservoir from Dam.

DCI intend to employ competent firm for undertaking Geotechnical investigations through conducting boreholes in the Bisalpur Reservoir area and river approaches of the Reservoir.

The studies of Geotechnical investigations shall be carried out immediately upon placing work order and should be completed no later than 150 days from the date of issue of work order including mobilization period of 30 Days.

**1.2. The scope of work consists of,**

To carryout boreholes 98 Nos in three (3) river approaches up to a depth of 10meters below bed level or ground level.

Contractor

- 1.2.1. - In Khari river - 10 bore holes as shown in drg1 & table 1
- 1.2.2. - In Dai River - 31 bore holes as shown in drg2 & table 2
- 1.2.3. - In Banas River - 57 bore holes as shown in drg3 & table 3
- 1.3. To carryout field tests and collecting disturbed and undisturbed samples.
- 1.4. Conducting minimum 50% laboratory tests at site and also at contractor's laboratory on the representative soil samples. (Preferably 100% at Site).
- 1.5. Preparation and submission of draft and final reports with analysis of field and laboratory tests results.
- 1.6. The total number of bore holes mentioned is indicative and may vary by  $\pm$  20% as per site requirement or as per instructions of Engineer/DCI.
- 1.7. **Initially boring shall be taken up in Khari river, later in Dai river and finally in Banas river approaches.**
- 1.8. The Tenderer shall carefully examine the Conditions of Contract, Scope of Work, Instructions to Tenderer, technical specifications etc, he shall inspect the site on his own responsibility and thoroughly acquaint himself with all local conditions, for selection of suitable hydraulic rotatory drilling/ boring equipment and methodology to take up each bore hole as per site and environmental conditions, and to complete the entire scope work, by placing, shifting and assembly of equipment and locating bore hole positions through suitable survey vessel and equipment,.
- 1.9. **Site supervision:**
  - 1.9.1. Engineer/DCI will arrange for the work to be supervised by a representative of the department from whom the Contractor site representative shall take instructions concerning the boring, sampling in-situ testing, progressing the bore hole, handling and labelling of samples and all the other aspects of work generally. The Contractor shall appoint fully experienced Engineer/Foreman to supervise the whole of the work. He shall accept and carry out the instructions given to him by the DCI/Engineer notwithstanding which, the contractor shall be responsible for safety, efficient maintenance and working of all the boring equipment, tools and the control of all the labour.
  - 1.9.2. **For monitoring the site works contractor shall provide the following to the Engineer/DCI and Employer's (RSMML) representatives at free of cost and shall be included in the tender cost.**

- a. Suitable boat to inspect the boring and sampling as and when required till completion of the project.
- b. One car to inspect the site works on 24 hour basis till completion of the project.
- c. Furnished accommodation for about 5 officials for monitoring the works till completion of the entire site activities.
- d. One laptop with packages for site activity works and for communication
- e. 2 Hand GPS of make Trimble/lecia with opting for real-time corrections and accuracy of minimum 3 meters shall be provided for monitoring the bore hole locations

#### **1.10. Hydraulic rotary Drilling / Boring Equipment:**

Suitable number and required capacity hydraulic rotary drilling /boring equipment with accessories to be used for drilling/advancing the bore holes through all types of soils in a water depth of 0m CD to 20m CD. Encountering of Plus levels at bore hole locations cannot be ruled out and the same shall be witnessed and confirmed by the bidders during their site visit and accordingly bidder has to be made methodology to take up all borehole investigations.

#### **1.11. Boring**

Boreholes of 150mm diameter size shall be drilled up to a depth of 10 meter below bed level or ground level in the order required by the Engineer/DCI or his representative. Boreholes will be located as indicated in the drawings or as directed by the Engineer/DCI. The contractor shall be responsible for the proper positioning of the equipment at site. The contractor shall move his equipment, personnel etc., from one bore hole to the other only after completing the previous borehole. The casing shall be taken up to the hard strata/rock level and can be terminated as per 1.9.1 or with the specific approval of the Engineer/DCI. If during boring operation boulders or other obstruction which cannot be penetrated is encountered, the contractor shall immediately inform the Engineer/DCI. If required the contractor shall chisel through the obstruction and continue the borehole with casing of approved smaller diameter if required. The percentage / quoted in the bill of quantities shall include, boring through such obstruction if met, no claim will be entertained due to this reason.

- 1.11.1. **Termination of bore holes:** Up to 10m below bed level / ground level or upto the top of hard surface/weathered rock surface where SPT N values are shown Refusal successively two times, the termination depth whichever is Contractor



earlier. Refusal means the blows shall be more than 50 for less than 15cms penetration.

1.11.2. During boring, the contactors foreman shall record the resistance of the ground to the tools used. He shall note the detailed description of strength and physical characteristics of the soils encountered as the boring proceeds in accordance with relevant I.S. code of practice for site investigations. The soil from the boring operations shall be set out in the order in which it is recovered for the inspection of the Engineer/DCI.

1.11.3. Bore log shall be prepared after completion of each bore hole and shall be signed by the Engineer/DCI. Two copies of each bore log shall be submitted to the Engineer/DCI immediately on completion of the borehole to which the log refers. No extra payment will be made on this account.

#### 1.12. **Standard Penetration Test:**

Standard penetration tests shall be carried out in all types of soils till 10m below bed level/ground level. The test shall conform to relevant Indian Standards. SPT shall be conducted in 150-mm diameter boreholes using a Split spoon sampler. The sampler shall conform to the specifications given in IS 9640: 1980. The weight of the drop hammer shall be 63.5 kg and the height of fall of this hammer shall be 75 cm. The sampler shall be driven through a length of 450 mm and the number of blows for every 150mm penetration should be recorded. The first 150mm drive shall be considered as seating drive. The sum of total number of blows required for the second and third 150mm penetration shall be termed as the penetration resistance 'N'. SPT test shall be conducted as per IS 2131:1981.

The SPT shall be terminated at 10m below bed/ground level or on recording blows of minimum 50 blows per 15 cm or less penetration, for two consecutive tests, whichever is earlier. The lengths of the materials recovered from the split spoon are to be recorded and all the recovered materials shall then be packed, labelled and stored for further testing in the laboratory. A short length of the representative material recovered (approx. 50 mm) shall also be stored into a labelled plastic container for identification and future reference in the core boxes at site.

#### 1.13. **Samples**

Contractor shall collect disturbed samples through Standard penetration tests. In case sample is slipped, bore hole shall be washed properly beyond 15 cms below the SPT tip which has been conducted and again fresh SPT shall be carried out at that level. All samples shall be carefully handled, labelled and

Contractor

packed in accordance with relevant I.S. Codes and sent to the laboratory immediately after completion of each borehole.

#### **1.14. Labelling Transporting and Storage of Samples**

Immediately after being taken each sample shall be labelled and packed properly. The label shall be clearly legible and durable. The label shall show the following information:

- i. Name of client and contractor
- ii. Date
- iii. Borehole reference number
- iv. Depth from which sample obtained
- v. Type of sample
- vi. Brief description of the soil/rock.

#### **1.15. Laboratory Set up at Site**

Contractor shall set up Laboratory at site to conduct minimum 50% of the tests as indicated in BOQ.

#### **1.16. Sample Photographs**

Photographs of the bore hole samples stored in core boxes shall be taken before transporting to the laboratory. These photographs shall be enclosed with the reports.

#### **1.17. Laboratory tests and interpretation of results**

Minimum 50% of the representative samples collected from the boreholes shall be tested at Site established laboratory and balance samples shall be transported to onshore laboratory of contractor's and shall be tested as early as possible to supplement the information obtained in the field, which together shall be used to determine soil parameters for determining the feasibility of dredging operations. The soil testing laboratory should be approved lab and testing apparatus shall be calibrated as per relevant Indian Standards. Following laboratory tests are to be undertaken to evaluate the soil parameters

- i. Sieve analysis (dry and wet Analysis) and preparation of GSA curves,

- ii. Bulk density of material,
- iii. Specific gravity,
- iv. Atterberg limits and NMC

### **1.18. Reporting procedure**

The information obtained and developed by the Contractor during the borehole investigation shall be reported to the Engineer/DCI on a regular interval basis. The Contractor shall continuously keep records and daily logs of all operations, observations and measurements in such a form that shall be readily accessible.

1.18.1. The Contractor shall prepare the following reports for the three river bore hole investigations.

- I. Draft report – for three river approaches
- II. Final report

1.18.2. The draft reports shall be submitted after completion of each river approach investigation in two sets for each river and shall consists of the following but not limited to,

- i. Co-ordinates and Chart Datum of each borehole location
- ii. Location plan of boreholes
- iii. Field procedure of tests
- iv. Details of personnel, equipment used, weather etc
- v. Bore logs with all field observations
- vi. SPT test results, plotted against depths
- vii. Laboratory tests results,
- viii. Assessment of Soil characteristics of each layer. Availability of Sand layers
- ix. Any specific observations recorded during investigation
- x. Longitudinal/transverse Soil sectional profiles with coordinates, levels and locations, as required.

xi. Geological information of the region.

#### 1.18.3. The final report

The Contractor shall submit, within time period specified under the Contract. The final report shall consist of all three river borehole investigation at offshore and on shore by incorporating comments of the DCI/RSMML on the draft Reports on all three river sections. Each section of the final Report shall also contain, but not limited to descriptions of the methods, personnel, equipment and its deployment, and any other information considered to be relevant to the investigation at hand. The Final Report shall be prepared in A4 book form with all drawings/layouts/soil sectional profiles/ charts shall be folded or reduced to A4 size as required or specified by the DCI/Engineer. The book report shall be supplemented by full size reproducible drawings and charts. The drawings, maps and charts provided by the Contractor shall include but need not be limited to location plan, position fixes, etc. Four sets of hard copies and two sets of Soft Copies of the same shall be submitted

- 1.19. Bottom of the casing shall preferably be maintained within 150 mm of the bottom of the bore hole. The casing shall never be in advance of the bottom of a bore hole during conducting of standard penetration tests.
- 1.20. If any obstruction such as cobbles, boulders, concrete, or other material is encountered in any bore holes and if in the Contractor's the opinion such obstruction cannot be removed unless it must be broken up by the repeated used to heavy chisel or other similar tool, the contractor shall immediately inform the DCI/Engineer before endeavoring to break up and remove the obstruction. If possible a small sample shall be taken of a material forming the obstruction.
- 1.21. The Contractor shall be responsible for proper positioning of the craft at selected site as per drawings/charts submitted or as per the directions of Engineer/DCI. The Contractor shall move his craft, equipment personnel etc., from one location of boring to the another location only after completing the assigned work at the previous borehole location/site.
- 1.22. Boring shall be carried out through a casing and casing top shall always remain above water level at all times during the operations on completion of the bore holes.
- 1.23. The Contractor shall ensure at all times that samples taken are truly representative. Should any sample be rejected by the Engineer/DCI for any reason connected with the boring or sampling technique or equipment, the Contractor shall take additional samples at his own cost.

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- 1.24. Soon after completion of first set of boreholes in the river Khari , a draft report by compiling field and laboratory test results along with the findings of the sub stratum layers below bed along with Soil sectional profiles with suitable scale shall be submitted where in the predominant sand deposits shall be highlighted. Accordingly, after completion of set of boreholes in the river Dai and finally in Banas river, draft reports of each river separately shall be submitted in the same manner as above said.
- 1.25. After receipt of the comments /observations from the DCI/RSMML, on each river borehole investigation and by incorporating the same, contractor shall submit the detailed geotechnical investigation report as per clause 1.16.3.
- 1.26. Except as may be otherwise stated, investigation shall be carried out in accordance with
  - a. IS:1892- Code of practice for subsurface investigation
  - b. IS:2131- Standard penetration test for soils
  - c. IS: 4968- Subsurface sounding for soils.
  - d. IS: 2720- Code of practice for Laboratory Tests.
- 1.27. The representatives of DCI/RSMML and other concerned authorities shall be onboard pontoon/marine spread while carrying out surveys/investigation to jointly witness the same.
- 1.28. The proposed pontoons/marine spread should be river worthy and shall be able to carry out work in Bisalpur reservoir and approaches of the three rivers sections Khari, Dai and Banas.
- 1.29. All necessary permits, licenses, etc if any, are to be paid and/or shall be obtained by the contractor and rate quoted shall be inclusive of all charges.
- 1.30. All running and maintenance expenses for pontoons /marine craft(s)/ boats/ vessels including crew wages, insurances , repairs , POL , spares for the survey equipment , accessories, watch and ward , jetty charges if any etc or any other expenditure for operating and maintenance etc. shall be on contractors' account.
- 1.31. The daily hire charges of the pontoons/marine craft(s)/boats/vessels with equipments/personnel and mobilization/demobilization charges, payment for survey work carried out etc have to be included in the item quoted as per bill of quantities. No other claims other than in BOQ shall be entertained at any point of time.

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- 1.32. In case of breakdown of any equipment, the tenderer shall forthwith replace with spare equipment of similar specifications and continue the work. For this purpose the contractor shall mobilize at no extra cost one set of complete spare back up equipment for uninterrupted investigation/survey works.
- 1.33. The tenderer must be conversant with various locations of the working areas and region during operation. The Tenderer shall be deemed to have inspected the site and acquainted himself with the scope of work and other conditions effecting for conducting Borings at offshore and onshore before submission of tender, and no claim at later date on this account shall be entertained.
- 1.34. The contractor shall install and operate at his own cost VHF Unit of minimum range of 10 Nm for proper communication. For installation and usage of VHF, Contractor shall obtain necessary license and permission from statutory authorities and the authorities concerned at his cost only
- 1.35. All the certificates of the launch/marine crafts/spreads proposed to be deployed for the present tender shall remain valid during the entire period of contract including extended period if any.
- 1.36. Soil investigation has to be carried out as per the instructions of the Engineer/DCI or any other official nominated by the DCI. A logbook shall be maintained by the Contractor on day to day basis, which shall form basis for the payment.
- 1.37. The rate quoted by the Contractor shall include all running expenses of the marine spreads, survey and investigation equipment, mob, demob, men, material, wages, tools, consumables, fuel, grease, permits, taxes, arrangements to Engineer, etc all complete excluding GST.

## 2. **Performance guarantee**

As per GCC clause 5

## 3. **Price Variation Clause**

All running expenses of contractor's marine spreads, equipment, Crew members wages, fuel, lubricants, grease, repairs, servicing, maintenance etc. shall be entirely to the contractor's account. No escalation charges due to hike in the price of fresh water /hike in price of Fuel/Lube oils and other consumables shall be admissible during the period of the contract/ extended period. The rates quoted in the Bill Of Quantities shall include all such uncertainties and continue the same throughout the tenure of the contract and the extended period, if any. No other price variation will be allowed for

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whatsoever reason during the currency of the contract and the extended period if any.

4. **Compliance with Statutory Requirements (GCC Clause 23 )**

As per clause 23 GCC, Add clause 23.2

**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.

5. **Notices**

As per GCC clause 26—Contractor’s address for notice purposes.

6. **Laws of the Land:**

All relevant rules and regulations and laws regarding Trade Union, Labour, Marine and Pollution Control shall be complied by the contractor at his own cost. DCI shall be at liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fails to comply with the relevant rules and regulations.

7. **Compliance of relevant Acts, Ordinances etc.**

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition)

Contractor

Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made there under, from time to time. It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. on his part and shall keep DCI (Engineer) /RSMML(Employer) indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and Procedures etc. The contractor shall indemnify DCI/RSMML against payment to be made under or for the observance of the aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures, without prejudice to his right to claim indemnity from his Sub-contractors. The aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures shall be deemed to be a part of this contract and any breach thereof shall be considered deemed to be a breach of this contract.

## **8. Interpretation of Contract Documents, Disputes and Arbitration.**

- 8.1.** In all disputes, matters, claim demands or questions arising out Engineer/DCI of or connected with the interpretation of the contract including decision the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the breach of the contract, the decision of the Engineer/DCI shall be final binding on all parties to the contract and shall forth with be given effect to by the Contractor.
- 8.2.** If the contractor be dissatisfied with any such decision of the Engineer/DCI, he shall within 15 days after receiving notice of such award/decision, requires that the matter shall be referred to Head of the Department (Marketing), who shall thereupon consider and give a decision.
- 8.3.** If, however, the Contractor be still dissatisfied with the decision he would give notice to Engineer/DCI for arbitration, within 15 days after receiving such decision. Within 60 days from contractor's written notice, Engineer/DCI shall refer the matter to an Arbitrator from the panel of Arbitrators maintained by the DCI for the purpose and any such reference shall be deemed to be a submission for arbitration within the meaning of Indian Arbitration & Conciliation Act, 1996 or any statutory modification thereof.
- 8.4.** If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.



- 8.5.** The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 8.6.** The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, or any amendment thereof. The Arbitrator may, if necessary extend the time for making and publishing the award, with the consent of the parties.
- 8.7.** The venue of the arbitration shall be at Visakhapatnam. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 8.8.** The award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act with latest amendments thereof. Arbitrator shall give a separate award in respect of each item of dispute and respective claim referred to him by each party and give reasons for the award.
- 8.9.** The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.
- 8.10.** Save as otherwise provided in the contract the provisions of the Arbitration Act, and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this clause.
- 8.11.** The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with DCI/Engineer's decision. The DCI/Engineer also shall not withhold any payment, which according to him, is due or payable to the contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

**SECTION V**  
**Technical Specifications ( T S )**  
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**SECTION -V**  
**TECHNICAL SPECIFICATIONS**

**1.** Plant and Equipment

- Marine crafts /floating decks, motors, all other necessary equipment and tools, personnel etc complete for offshore and onshore borings including service marine crafts/vehicles for transportation of men and material etc all complete to commence and complete the borings.
- Following information shall be included in connection with the above marine spread.
  - a) Valid certificates indicating the operational limitations w.r.t.
  - b) Insurance certificates
  - c) Details of accommodation on pontoon

**2. Hydraulic Rotary drilling/boring and testing equipment and their specifications.**

- Hydraulic rotary drill/boring equipment, drill pipes and drill bits etc.
- Wire line push sampler and sampling tubes.
- In-situ test equipment.
- Mobilising laboratory Equipments to the site for testing.
- Location of onshore laboratories and equipments available for laboratory tests.
- Details of eco sounder / water depth measuring equipments.
- Details of surveying equipment for fixing borehole locations.
- Communication and Position System
- Details of wireless communication equipment
- Details of the positioning equipment
- Key personnel with Details of their Experience who are going to execute the work

**3. Programme of work**

Before mobilization of marine spread, tools and equipment and before commencement of the borings the contractor shall submit his schedule of program for completion of entire work in line with the time period as stipulated in tender along with the details of equipment proposed to be utilized for the works, for the approval of Engineer/DCI.

- 4.** The marine crafts shall be operated by competent Navigational personnel and survey personnel.
- 5.** The record is the property of Engineer/DCI and it shall not be provided to any other agency or utilized for any purpose.

## **PREAMBLE TO BILL OF QUANTITIES**

***TENDER: Conducting Geotechnical Investigations in the Bisalpur Dam reservoir and its Approaches, Tonk (Dt), Rajasthan in connection with de-silting operation of reservoir.***

1. The bill of quantities must be read in conjunction with the conditions of contract, specifications for tendering, drawing etc.  
  
98 Numbers of boring are to be carried out and the anticipated total lengths, depths of boring / test are given in the bill of quantities. However, the basis of payment is the actual quantities of the work carried out and as measured by the Engineer/DCI and unit rates are considered the price as quoted by the contractor in BOQ.
2. The extent of the work may be revised either by increasing or decreasing the scope of work after the award of the contract depending upon actual requirements at the time of execution of the work. Further, during execution of the work, if found necessary, the boreholes at a particular location shown in the drawing may be totally omitted and / or bore holes at a new location may be shifted/ordered for. No claim what so ever on account of the above will be entertained. The payment will however be made for actual work executed at the rates quoted in the Work order.
3. The rates entered in the bill of quantities shall be inclusive of the cost of the plant, stores, labour, erection, insurance, maintenance, taxes, levies, duties, handling, packing labelling supplying of jars, boxes, containers and transport etc.
4. The borings shall be lined and the diameter and depth of the casing shall be as detailed in the Special conditions of contract. The rates entered in the contract for the relevant items of boring shall be inclusive of the lining/casing. No separate payment for casing will be made.
5. While quoting competitive rate for bore holes, bidders are requested to have site visit to acquaint in detail with the site conditions.
6. It is mandatory to quote for each items of BOQ. Bid shall not be considered for evaluation in case if any of items is left blank.
7. The rate quoted by the Contractor shall include all running expenses of the marine spreads, survey and investigation equipment, mob, demob, men, material, wages, tools, consumables, fuel, grease, permits, taxes, arrangements to Engineer, etc all complete excluding GST.

**HEAD OF DEPARTMENT (MARKETING)**

Contractor

**SECTION – VI**  
**BILL OF QUANTITIES (BOQ)**

**Sub: Conducting Geotechnical Investigations in the Bisalpur Dam Reservoir and its Approaches, Tonk (Dt), Rajasthan in connection with de-silting operations of the Reservoir**

**Geotechnical Investigations**

Sr. no	Description of Activity	Approximate Quantity in figures and words	Unit in figures and words	Rate in figures and words (₹)	Amount (₹)
1	Mobilisation of floating pontoon(s), personnel survey vessel, boats, positioning system, survey equipment's at site to commence survey for locating bore hole positions and levels and coordinates as per specification of the tender, and including fabrication of platform mounted on crafts/launches etc and providing all supporting equipment, machinery etc, for considering Soil investigation such as boring /drilling rig, tripod, pulley, winches, hydraulic power pack, pumps, drilling accessories, geotechnical field testing equipment, generator, safety, provisions, etc, for considering soil investigation offshore and on shore areas, and also mobilising of laboratory tests equipment at site with manpower etc all includes and complete as directed by the Engineer/DCI	1	LumpSum		
2	De-mobilisation of floating pontoon(s), personnel survey vessel, boats, positioning system, survey equipment's from site etc and all supporting equipment, machinery etc, boring /drilling rig, tripod, pulley, winches, hydraulic power pack, pumps, drilling accessories, geotechnical filed testing equipment, generator, safety, provisions, etc, demobilising of laboratory tests equipment from site etc all includes and complete as directed by the Engineer/DCI	1	Lumpsu m		
3	Shifting and positioning the platform at first borehole and subsequently to all other bore holes including	98	Nos		

Contractor

	accurate positioning at boreholes, mooring the craft, includes equipment etc all complete as directed by the Engineer/DCI.				
4	Boring 150mm (6") diameter vertical boreholes in offshore and onshore in all types of soils other than rock of varying depths up to a depth 10m below bed level or upto a hard surface/weathered rock surface where SPT N values are shown Refusal successively two times, the termination depth whichever is earlier, as per relevant IS code of practice by using casing, rods, pipes, applying Bentonite for retaining the sides, taking UDS, preparing soil samples serially in glass/plastic jars on site and transporting the same to laboratory, ground/bed levels with respect to chart datum, coordinates of bore boles, geotechnical field logging and as directed by Engineer/DCI, which includes all labour and materials etc				
a	<b>Khari River</b>	100	Rmt		
b	<b>Dai River</b>	310	Rmt		
c	<b>Banas River -</b>	570	Rmt		
5	Conducting <b>Standard Penetration Test (SPT)</b> as per IS code of practice in all bore holes at 1.0 m interval upto a depth of 5.0 m below bed level/ground level and 1.5 m interval from 5.0m to till termination of bore hole, or upto a hard surface/weathered rock surface where SPT N values are shown Refusal successively two times, the termination depth whichever is earlier, collecting disturbed soil samples, furnishing the test results, packing, preserving, transporting to the laboratory etc., all complete as directed by the Engineer/DCI which includes all labour, tools, and plants but excluding cost of boring.	780	Nos		
6	Collecting 100mm diameter <b>Undisturbed Samples</b> in cohesive layers wherever the cohesive strata is encountered at minimum 2m interval confirming the specifications as per tender and IS codes of practice at site, and preservation of samples etc., and as directed by the Engineer/DCI including all labour, tools, and plants but excluding cost of boring.	245	Nos		

7	Conducting <b>Laboratory tests (50% at site established laboratory by the contractor and 50% at Contractors laboratory)</b> as per relevant IS codes of practice of the test samples collected by the approved method confirming to relevant I.S .code , furnishing the test results, etc., complete as directed by the Engineer/DCI includes all labour, tools, etc,.				
a	Sieve Analysis	780	Nos		
b	Hydrometer Analysis	780	Nos		
c	Atterberg limits	120	Nos		
d	Moisture content (NMC) on UDS	120	Nos		
e	Bulk density	390	Nos		
f	Specific gravity	390	Nos		
g	Chemical analysis on Soil for chloride, Sulphate and pH	98	Nos		
8	Preparation and Submission of draft reports and final geotechnical investigation reports after analysis, processing and compilation of data from the field and laboratory test results with sectional profiles, and necessary progress photos, etc as directed by the Engineer/DCI, covering filed investigation data, laboratory test results and recommendations Showing the location of predominant sand beds and its thickness, length, location, quantity etc.	1set	LS		
a	Draft report for each River ( two sets for each river)	1set	LS		
b	Final report for all three rivers ( 4sets & 2 soft copies)	1set	LS		
A	Total Amount put to Tender				
B	Taxes (as applicable)				
	<b>GRAND TOTAL (A+B) with tax</b>				

**Note:** *The tentative bore hole location plan and coordinates are given in drawing 1 & Table 1 for Khari river, drawing 2 & Table 2 for Dai river and drawing 3 & Table 3 for Banas river (refer page 77 to 79). However the borehole locations may vary depending on the site conditions and requirement.*

Contractor



## **SECTION – VII**

### **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 Performance Guarantee form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide Performance Guarantee in accordance with one of the forms indicated herein or in another form acceptable to 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 sample forms at Annexure -I to V should be duly filled and submitted along with the Techno-Commercial Bid.

**Form No. 1- Bid Form**

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

To:  
The Dredging Corporation of India Limited,  
'Dredge House', Port Area,  
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 Guarantee 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

**Form No. 2-**  
**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

Bank Guarantee

No.

Date

To  
The Dredging Corporation of India,  
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

Contractor

him is due to him owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs..... (Rupees .....only) and will remain in force up to 180 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)

**Form No. 3-**  
**FORM OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE**  
**(IN LIEU OF SECURITY DEPOSIT)**

Bank Guarantee No.

Date

To

Dredging Corporation of India Limited

.....  
.....

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

Contractor

before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

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

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

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

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

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

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

Contractor

Form No. 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 Guarantee 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/Work order
  - The Tender submitted by the Contractor
  - Instructions to Tenderer

Contractor

- Conditions of Contract
  - Specification for the Works
  - Price Bid
  - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
  4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) at the times and in the manner prescribed by the Contract.

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

Signed and sealed by:

CONTRACTOR

Signature :

Signature:

Name :

Name :

Designation :

Designation

Seal :

Seal :

In the presence of

Witness

a) Signature

Signature

Name & Address:

Name & Address:

Contractor



**Form No 5.**

Qualification Requirements

(Referred to in Clause 1 & 11 of ITB)

A) Technical Qualification:

B): Financial Qualification

**SECTION – VIII**  
**CHECK LIST FOR TECHNO- COMMERCIAL BID**  
**(for documents to be submitted by the tenderers for acceptance of the tender)**

1. A Bid Form except the Price Schedule
2. A list of similar works completed, tendered for and in hand/being executed as on the date of submission of tender during last 7 years as per PQ criteria.
3. 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
    - Contract amount
    - Time limit for completion
    - Whether the work has been completed within the stipulated time.
    - Whether any liquidated damages have been levied.
4. Earnest money deposit in the form of - Demand Draft or Bank Guarantee from any Nationalized Indian Bank having its branch at Visakhapatnam.
5. PAN Number
6. Registration with Provident Fund Authorities
7. GST number
8. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
9. 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.
10. Information regarding any current litigation in which the tenderer is involved.
11. Downloaded/ Purchased Tender Document duly signed on all the pages
12. All Annexure duly filled and signed by the contractor

**HEAD OF DEPARTMENT (MARKETING)**

Contractor

**Annexure-I**

Date:

To  
The Dredging Corporation of India  
Dredge House, Port Area,  
Visakhapatnam – 530 001.

Sir,

Sub: Tender for "Conducting Geotechnical Investigations in the Bisalpur Dam reservoir and its Approaches, Tonk (Dt), Rajasthan in connection with de-silting operation of reservoir"- reg

A. With reference to your Tender No. \_\_\_\_\_, dated \_\_\_\_\_ and as per Cl. No.7.2.21 of ITB of Contract, we hereby certified 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

**Annexure-II**

Date:

To  
The Dredging Corporation of India  
Dredge House, Port Area,  
Visakhapatnam – 530 001.

Sir,

Sub: Tender for "Conducting Geotechnical Investigations in the Bisalpur Dam reservoir and its Approaches, Tonk (Dt), Rajasthan in connection with de-silting operation of reservoir"- reg

A. With reference to your Tender No. \_\_\_\_\_, dated \_\_\_\_\_ and as per Cl. No.7.2.14 of ITB of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'Or'

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

1.....

2.....

3.....

4.....

Thanking you,

Yours faithfully,

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

Contractor

**Annexure-III**

Date:

To  
The Dredging Corporation of India  
Dredge House, Port Area,  
Visakhapatnam – 530 001.

Sir,

Sub: Tender for "Conducting Geotechnical Investigations in the Bisalpur Dam reservoir and its Approaches, Tonk (Dt), Rajasthan in connection with de-silting operation of reservoir"- reg

A. With reference to your Tender No. \_\_\_\_\_, dated \_\_\_\_\_ and as per Cl. No.7.2.15 of ITB 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. No.7.2.16 of ITB of Contract, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Contractor

**Annexure-IV**

Date:

To  
The Dredging Corporation of India  
Dredge House, Port Area,  
Visakhapatnam – 530 001.

Sir,

Sub: Tender for "Conducting Geotechnical Investigations in the Bisalpur Dam reservoir and its Approaches, Tonk (Dt), Rajasthan in connection with de-silting operation of reservoir" - Reg

With reference to your Tender No. \_\_\_\_\_, dated \_\_\_\_\_ and as per Cl. No.7.2.17 of ITB 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

**INTEGRITY PACT**

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

And

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

**Preamble:**

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

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

**Section 1 - Commitments of the Principal**

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

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

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

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

**2.** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this Contractor

regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

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

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

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

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

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Contractor



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

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

### **Section 4: Compensation for Damages**

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

### **Section 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

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

Contractor

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

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

**Section 8: Independent External Monitor/ Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties Offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors on the DCIL Board.

8. If the Monitor has reported to the Chairman DCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman DCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor would include both singular and plural'.

### **Section 9 - Pact Duration**

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

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

### **Section 10 - Other provisions**

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

---

(For & on behalf of the Principal)

(Office Seal)

---

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place\_\_\_\_\_

Contractor

Date \_\_\_\_\_

Witness2: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness2: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

**Locations for Carrying out Geo Technical Investigations**

Table 1:

<b>Tentative Borehole locations in Khari River</b>		
<b>Borehole</b>	<b>Easting</b>	<b>Northing</b>
KBH 1	531119	2859722
KBH 2	531265	2859222
KBH 3	531659	2858871
KBH 4	531773	2858351
KBH 5	532212	2858062
KBH 6	532481	2857620
KBH 7	533002	2857533
KBH 8	533389	2857176
KBH 9	533892	2857208
KBH 10	534383	2857068
* Above co ordinates are only tentative		

Table 2:

<b>Tentative Borehole locations in Dai River</b>						
<b>Borehole</b>	<b>Easting</b>	<b>Northing</b>		<b>Borehole</b>	<b>Easting</b>	<b>Northing</b>
DBH 1	536002	2876351		DBH 17	541738	2872454
DBH 2	536496	2876337		DBH 18	541780	2871962
DBH 3	536948	2876521		DBH 19	541802	2871481
DBH 4	537415	2876663		DBH 20	542207	2871237
DBH 5	537919	2876649		DBH 21	542705	2871200
DBH 6	538284	2876365		DBH 22	543070	2870856
DBH 7	538720	2876139		DBH 23	543514	2870615
DBH 8	539195	2876022		DBH 24	543899	2870298
DBH 9	539650	2875801		DBH 25	544351	2870086
DBH 10	539901	2875355		DBH 26	544766	2869830
DBH 11	540274	2875015		DBH 27	544968	2868938
DBH 12	540432	2874539		DBH 28	545043	2869436
DBH 13	540637	2874085		DBH 29	545169	2868471
DBH 14	540843	2873633		DBH 30	545343	2868001
DBH 15	541245	2873330		DBH 31	545694	2867645
DBH 16	541463	2872878				
* Above co ordinates are only tentative						

Table 3:

<b>Tentative Borehole locations in Banas River</b>						
<b>Borehole</b>	<b>Easting</b>	<b>Northing</b>		<b>Borehole</b>	<b>Easting</b>	<b>Northing</b>
BBH 1	530203	2848807		BBH 31	537996	2861030
BBH 2	530763	2849010		BBH 32	538672	2861104
BBH 3	530805	2849593		BBH 55	539002	2861435
BBH 4	531321	2849800		BBH 56	538254	2861453
BBH 5	531393	2850384		BBH 33	539372	2861660
BBH 6	531936	2850643		BBH 34	539753	2861801
BBH 7	531952	2851275		BBH 57	538587	2861878
BBH 8	532497	2851445		BBH 36	540252	2861933
BBH 9	532544	2851980		BBH 54	539035	2862281
BBH 10	532871	2852393		BBH 35	539603	2862441
BBH 11	532803	2852927		BBH 38	541162	2862505
BBH 12	533175	2853369		BBH 37	540498	2862662
BBH 13	532871	2853868		BBH 40	542038	2863037
BBH 14	533171	2854393		BBH 39	541310	2863198
BBH 15	532869	2854902		BBH 41	541982	2863725
BBH 16	533273	2855287		BBH 42	542584	2863977
BBH 17	533440	2855785		BBH 43	542496	2864626
BBH 18	533889	2856067		BBH 44	543031	2864857
BBH 19	534046	2856587		BBH 52	543632	2864890
BBH 20	534595	2856686		BBH 53	544010	2865234
BBH 21	534848	2857182		BBH 45	542963	2865439
BBH 22	535426	2857317		BBH 46	543545	2865667
BBH 23	535449	2857948		BBH 47	543583	2866279
BBH 24	535996	2858162		BBH 48	544190	2866368
BBH 25	536115	2858689		BBH 49	544413	2866900
BBH 26	536517	2859025		BBH 50	544956	2867003
BBH 27	536650	2859543		BBH 51	545157	2867604
BBH 28	537163	2859758				
BBH 29	537353	2860279				
BBH 30	537913	2860428				
* Above co ordinates are only tentative						

## **Drawings**

Drawing 1- Borehole Locations in Khari River (Enclosed)

Drawing 2- Borehole Locations in Dai River (Enclosed)

Drawing 3- Borehole locations in Banas River (Enclosed)