

DREDGING CORPORATION OF INDIA LIMITED
(A Government of India Undertaking)
Port Area, Visakhapatnam – 530 001

TENDER DOCUMENT
for
**MANNING, MAINTENANCE AND TECHNICAL MANAGEMENT OF DCI
DREDGER XII & XIV AT VARIOUS PORTS OF INDIA**

DUE DATES

- | | |
|--|--------------------------------|
| 1) Availability of tender documents | : 27-09-2017 to 27-10-2017 |
| 2) Pre Bid Meeting on | : 16-10-2017 at 1100 hrs |
| 3) Due date of submission of Tenders
(Two bid cover system) | : up to 1500 Hrs on 27-10-2017 |
| 4) Opening of Technical
Bids (Cover-“A”) | : at 1530 Hrs on 27-10-2017 |

GENERAL MANAGER (T)

Dredging Corporation of India Ltd.,
Dredge House, Port Area,
VISAKHAPATNAM -530 001
Telephone No:- 08912871378
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DREDGING CORPORATION OF INDIA LIMITED
(A Government of India Undertaking)
Port Area, Visakhapatnam – 530 001

Ref No.: DCI/TECH/112&114/Manning/2017-18

Date: 27-09-2017

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

Sealed Tenders are invited in two bid cover system (i.e.) Cover-A “Technical Bid ”and Cover-B “Price Bid” by Dredging Corporation Of India limited, Visakhapatnam from **Experienced and Competent Technical Manning Service Providers of Ship / Dredger having RPSL and under NMB agreement** for “ **Manning, Maintenance and Technical Management of DCI Dredge XII & XIV at various ports of India** ”.

- | | | |
|-----|---------------------------------------|--|
| 01 | Name of the work | “Manning, Maintenance and Technical Management of DCI Dredge XII & XIV at various ports of India ” |
| 02 | Period of Contract | Initially for one year and extendable for another one year at the discretion of DCI. |
| 03 | Earnest Money Deposit | Rs.10,00,000.00 to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender.
The details of DCI Current Account at Syndicate Bank is as follows:-
DCI Current Account No:- 35833070000014
Branch Name:- DCI Ltd Port Area Branch Visakhapatnam
IFSC/RTGS No:- SYN0003583
SWIFT Code No:- SYNBINBBO32, MICR code: 530025003 |
| 04 | Issue of Tenders | Interested bidders can download tender documents from Website www.eprocure.gov.in OR www.dredge-india.com OR www.tenders.gov.in . |
| 05 | Pre bid meeting | 16-10-2017 at 1100hrs at Head Office, DCI Visakhapatnam. Bidders are requested to attend pre-bid meeting as per schedule. Bidders may send their queries related to this Bid document in advance, on or before dated. 16-10-2017 through e-mail ID: hodtech@dcil.co.in or by Post/Courier. |
| 06 | Due date for submission of tender | Last date for submission of tender is 1500 hours on 27.10.2017 |
| 07. | Date & time of Opening Technical Bids | 27-10-2017 at 1530 Hrs at DCI Ltd., Head Office, Visakhapatnam-530 001. |
| 08. | Cost of tender documents | Bidder shall deposit Rs. 6000/- (Rupees Six thousand rupees only) in DCI account. Evidence / Copy of electronic receipt/UTR to be enclosed with technical bid, without which tenders will be rejected.

The details of DCI Current Account at Syndicate Bank is as follows:
DCI Current Account No:- 35833070000014
Branch Name:- DCI Ltd Port Area Branch Visakhapatnam
IFSC/RTGS No:- SYN0003583, SWIFT Code No:- SYNBINBBO32 |

Tenderer Signature with seal

Pre-Qualification Criteria:

1. Bidder should have experience successfully carried out similar work during last seven years ending 31 March 2017 as mentioned below:
 - a. Three similar completed works costing not less than **Rs 7.92 Crores** each or
 - b. Two similar completed works costing not less than **Rs 9.90 Crores** each or
 - c. One similar completed work costing not less than **Rs 15.84 Crores**.

***Similar work means having the experience of successfully carried out Manning/Maintenance / Technical management of TSHDs/CSDs/Other Ships of not less than 2000 KW or 4000 GRT or TSHD of 4000 m3 hopper capacity or more up to 31 Mar 2017.**

2. Average annual financial turnover during the past three years ending 31st March'2017 should be at least **Rs.5.94 Crores**.
3. The Service Provider should have the following for pre-qualification:-
 - Bidder must have valid RPSL (Recruitment and Placement service licence) issued by Director of Seaman's Employment office, Mumbai/Kolkata/Chennai or DG shipping, GoI along with proof of payment proof of Seamen's Provident Fund, Seamen's levy fee from above experienced work.
 - Should be MLC 2006 compliant.
 - The bidder should have valid Document of Compliance (DOC) issued by competent authorities (DG Shipping) at the time of bidding and must maintain the validity of these documents till the end of the contract.
 - Should be certified for ISO 140001: 2008 & 14001:2004 by IRQS or any other IACS member.
 - Senior Management of the Service provider (Office) should have minimum of 5(five) years experience in Dredging/Shipping field at Management level.
4. The Service Provider shall be registered in India with Indian ownership. Foreign ship management companies operating only with Indian representative offices are not eligible to quote.
5. The Service provider must be capable of giving dedicated and undivided attention to the operational requirement of DCI which provides dredging services to various ports and other maritime sectors along the Indian Coast including Middle East.
6. Service provider, in case, claims experience from related or joint venture companies, such relation or joint venture must have been formed prior to the submission of bids. For the purpose of evaluating of Joint Venture/ Consortium meeting the minimum eligibility criteria, DCI will consider combined credentials of joint venture/consortium members.
7. In case experience of foreign ship management is claimed proof of receipt of foreign exchange for such services with appropriate certificates from Reserve Bank of India and other banks shall be produced
8. Since the contract is basically for dredging operations and technical management, the entire operation is dependent on the experience of the personnel managing the affair and not merely a list of names, they shall be from marine background experienced in ship management and preferably in dredging works.
9. Turnover of the service provider and proof of such income shall be attached. Proof of income shall be only from and for ship management and related activities and not from any other business and same would be reflected in their proof of income.

Tenderer Signature with seal

10. Number of years of experience in Manning and maintaining of vessels in Govt. /public sector/reputed private sector organizations and technical details of such vessels, manpower deployed along with their qualifications/ experience should be furnished along with the technical bid document.
11. The bidder shall submit financial capability of the contractor / service provider with a copy of balance sheet for the last three years. A copy of partnership agreement if any, made with Govt /public sector / private sector organization may also be submitted. In case of consortium, the date of forming the consortium, details of partners, copies of balance sheets for all partners concerned should be submitted.
12. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like Work order, Performance certificate from clients, Service provider's annual reports, Audited balance sheets, and other relevant documents necessary.
13. The Dredgers can be inspected by the bidder with the prior approval of the DCI at their own Cost. DCI shall arrange necessary boat & gate passes/permission at the port of deployment during inspection

NOTE: The downloading of document shall be carried out strictly as provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such tender 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. Reject the tender received with counter conditions.

GENERAL MANAGER (T)

SECTION-II**INSTRUCTION TO BIDDERS (ITB)****A. Introduction****1. Eligible Bidders**

- 1.1 This Invitation for Bids is open to all competent Manning and Technical Service Providers who satisfy the conditions stipulated in the bid document.
- 1.2 The Bidder is expected to visit the dredgers and also 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 Pre Bid meeting will be held on above mentioned date at DCI HO Visakhapatnam. Interested bidders are requested to participate in the pre-bid meeting. However, they shall have to send their queries related to this Bid document in advance, on or before Pre bid meeting date through e-mail ID: hodtech@dcil.co.in or by Post/Courier.

2. Cost of Bidding

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

B. The Bidding Documents**3. Content of Bidding Documents**

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

Tenderer Signature with seal

4. **Clarification of Bidding Documents**

- 4.1 A prospective Bidder requiring any clarification of the bidding documents may notify the DCI in writing or by fax / telex at the DCI's address indicated in the tender. The DCI will respond in writing to any request for clarification of the bidding documents, which it receives not later than seven (7) days prior to the deadline for the submission of bids. Written copies of the DCI's response (including an explanation of the query but without identifying the source of inquiry) will be placed on DCI website.

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 pleasure, 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
- ❖ Technical Bid (Cover A); and
 - ❖ Price Bid (Cover B)
- 7.2 The "Technical Bid" (Cover A) prepared by the Bidder shall comprise the following components:
- 7.2.1 A Bid Form except the Price Schedule completed in accordance with ITB Clause 8
- 7.2.2 Current trade license,
- 7.2.3 Details of similar works previously carried out by the firm with value of each work.
- 7.2.4 Authentic performance certificates of similar completed previous works carried out mentioning total value of work and period of completion of work.
- 7.2.5 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 31st March'2017.
- 7.2.6 Cost of tender documents & Earnest money deposit are to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed. EMD may be submitted in the form of a bank guarantee from scheduled commercial bank as per format provided in the tender, without which tender will be rejected.
- 7.2.7 PAN Number issued by Income Tax Authorities and Bank account details.
- 7.2.8 GST Registration Number
- 7.2.9 Provident Fund Registration Number/Sea Men's Provident Fund number.
- 7.2.10 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document and signed blank copy of Price format.
- 7.2.11 Copies of document defining the constitution or legal status, place of registration and principal place of business of the service provider or partnership.
- 7.2.12 Information regarding any current litigation in which the Tenderer is involved.
- 7.2.13 Copies of certificates of the total no of officers and crew to be deployed for smooth operation of the vessel and proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the Crew and Third Party.

Tenderer Signature with seal

- 7.2.14 Managerial & supervising set up to carry out the scheduled works and acting liaison with DCI representatives.
- 7.2.15 The bank details for transactions i.e., i. Name of the Account Holder. ii. Bank Name, branch & place. iii Account Number iv. IFSC/RTGS No iv. MICE Code
- 7.2.16 The contractor / service provider shall also declare whether at any time the individual/firm has been prosecuted by any court either in India or abroad for violation of any specific rules laid down for execution of work/contract of any time subjected to Industrial Disputes Act for violation of said provisions of the Act as per Section-VIII (a) or any action taken by the Director of Seamen's Employee and Welfare or any other maritime Union /Association etc., should be indicated.
- 7.2.17 Track record, if any, in maintaining excellent contractor / customer relationship, with the name of the clients (including their address, telephone and fax numbers) with whom contract was undertaken in last seven years.
- 7.2.18 Check list for Techno-Commercial Bid.
- 7.2.19 Downloaded/ Purchased Tender Document should be signed by the tenderer on all the pages of the tender document. DCI reserves its right to seek any other details documents to ascertain the competence of the tenderer. If the tenderer is not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.
- 7.2.20 Signed blank copy of price format.
- 7.2.21 A detailed deployment planning for the Tendered work including repair and maintenance
- 7.2.22 A separate letter addressing to General Manager (T), confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document.

8. **Bid Form**

- 8.1 The Bidder shall complete the Bid Form except the Price Schedule furnished in the Bidding Document given in Section VI along with **the enclosures specified in Clause 7.2 of ITB and enclose the same in the cover containing the "Techno-Commercial Bid" - (Cover A) and properly sealed.**

9. **Bid Prices**

- 9.1 The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and include it **in the cover containing the "Price Bid" - (Cover B) and properly sealed.**
- 9.2 The bidder shall quote his prices only in Price Schedule furnished in the bidding document and enclose it in the Price Bid. The bidder should not indicate the prices anywhere directly or indirectly in the "Technical Bid". Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid should not contain any conditions. Conditional tenders are liable for summary rejections.

10. **Bid Currencies**

- 10.1 Prices shall be quoted in Indian Rupees only.

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

- 11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications as per NIT to perform the contract if its bid is accepted.
- 11.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the DCI's satisfaction that the Bidder has the financial & technical, capability and competency necessary to perform the contract as per Qualification Requirements Form No.6 in Section VI;
- 11.3 The bidder should furnish the details of the man power proposed to be engaged /deployed in Form No.7 of Section VI of Sample Forms.

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

- 12.1 Pursuant to ITB Clause 7, the Bidder shall remit an amount of Rs. 10,00,000/-against the Earnest Money Deposit through NEFT/RTGS or in the form of Bank Guarantee.

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

DCI Current Account No:- 35833070000014

Branch Name DCI Ltd Port Area Branch Visakhapatnam

IFSC/RTGS No:- SYNB0003583

The copy of electronic receipt/UTR should be attached with the tender & 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 If the earnest money deposit submitted in the form of 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 on the Bid Form, or
 - (ii) does not accept the correction of errors pursuant to ITB Clause 21.2; or
 - (b) In the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 29; or
 - (ii) to furnish performance security in accordance with ITB Clause 30.

13. **Period of Validity of Bids**

- 13.1 The Tenderer should keep open the **validity of the Bid for 180 days** from the date of opening of Price bid. 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 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. **Format and Signing of Bid**

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

D. Submission of Bids

15. **Sealing and Marking of Bids**

- 15.1 The Techno- Commercial Bid along with all enclosures to be put in a sealed cover super scribed with the words - Cover-A "Techno-Commercial Bid" for the work "**Manning, Maintenance and Technical Management of DCI Dredger XII & XIV at various ports of India**" and shall be submitted on or before due date.
- 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 the work "**Manning, Maintenance and**

Tenderer Signature with seal

Technical Management of DCI Dredgers XII & XIV at various ports of India ” and shall be submitted on or before due date.

- 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 “Manning, Maintenance and Technical Management of DCI Dredgers XII & XIV at various ports of India”** to be submitted to the General Manager (T), Dredging Corporation of India Limited, ‘Dredge House’, Port Area, Visakhapatnam-53 0001 on or before due date.
- 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) no later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for 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:**

- 17.1 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 16.1 will be rejected and returned unopened to the Bidder.

18. **Modification of Bids**

- 18.1 The Bidder cannot modify or withdraw its bid after the bid’s submission.

Opening and Evaluation of Bids

19. **Opening of Bids by DCI**

- 19.1 The DCI will open all the outer covers containing both sealed Covers A and B of the bids and the Cover-A Techno-Commercial Bids only in the presence of bidders’ 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**

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

21. **Preliminary Examination**

- 21.1 The DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, 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 conforms to all the terms and conditions of the bidding documents without

Tenderer Signature with seal

material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 12), Applicable Law (GCC Clause 23), and Taxes and Duties (GCC Clause 25), Performance Security (GCC Clause 5), and Force Majeure (GCC Clause 17) will be deemed to be a material deviation. The DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.

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

22. **Evaluation and Comparison of Bids**

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

22.2 Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. The decision of the GM (T) 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.

23.2 Any effort by a Bidder to influence the DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

24. **Post –qualification:**

24.1 In the absence of pre-qualification, the DCI will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the Bidding Document from the evaluation of the Techno-Commercial Bid.

24.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the DCI deems necessary and appropriate.

25. **Award Criteria:**

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

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

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

In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving 45 days notice of termination. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 45 days notice by the project office, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies

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

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

28. **Notification of Award:**

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

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

29. **Signing of Contract:**

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

30. **Performance Security:**

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

31. **Corrupt or Fraudulent Practices:**

31.1 The DCI requires that the Bidders/Contractors/ 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.

31.1.1 Will declare a firm or service provider 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 service provider has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.

32. **General:**

32.1 Bid Documents are not transferable.

32.2 Where the Bidder fails to enter a price or a rate in any, or part of the 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.

32.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.

32.4 All Signatures in the Document shall be dated.

32.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.

32.6 Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.

32.7 In case the date fixed for opening of Technical bids falls to be a holiday the bids will be opened on the successive working day

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- 32.8 The bidder whose bid has been accepted will be notified for the award by the DCI prior to expiration of the Bid validity period through the work order.
- 32.9 If any of the information furnished by the bidder is found to be incorrect at any stage, the bid/ contract is liable to be rejected/terminated and the EMD/ Performance Security will be forfeited.
- 32.10 Tenders from those tenderers who have not submitted their offer as per NIT will not be considered

SECTION III
GENERAL CONDITIONS OF CONTRACT
(GCC)

1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- 1.1.1. "Corporation" means the Dredging Corporation of India Limited (DCI).
- 1.1.2. "Chairman and Managing Director (CMD)" means the Chairman and Managing Director of DCI.
- 1.1.3. "The Contract" means the agreement entered into between the DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.4. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.1.5. "The Contractor" means the individual or firm or service provider supplying the Services under this Contract and named in SCC.
- 1.1.6. "The Services" means all of the services, which the Contractor is required to supply to the DCI under the Contract.
- 1.1.7. "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".
- 1.1.8. "Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.1.9. "Engineer" means the DCI's official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.
- 1.1.10. "Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- 1.1.11. "Contractor" means the person or persons, firm or service provider whose tender / offer has been accepted by the DCI and includes the Contractor's Representatives, heirs, successors and assigns, if any permitted by the DCI.
- 1.1.12. "Excepted Risks" are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.1.13. "GCC" means the General Conditions of Contract contained in this section.
- 1.1.14. "SCC" means the Special Conditions of Contract.
- 1.1.15. Commencement Date - means the date of dredger's crew reporting at any Indian Port/middle east as designated by the owner for taking delivery of the Dredger and commences the owner operations.
- 1.1.16. "Operation" means various works to be performed by the Dredger along with crew as per Scope of Work in the bid Document.
- 1.1.17. "Day" means 24 hours / calendar day. (Commencing 0000 hrs midnight till 2400 hrs including holidays and Sundays).
- 1.1.18. "Month" means the English calendar month.
- 1.1.19. "Singular/Plural" Word importing the singular only, also includes the plural and vice-verse where the context so requires.
- 1.1.20. "Annual Rate"- Rates quoted are for one operating year for the Dredger
- 1.1.21. "Day rate" - Day rate would be arrived at as follows:

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- 1.1.22. Annual Rate ÷ 365 days (Annual rate divided by 365 days)
- 1.1.23. "Compensation" - The owner will compensate the Contractor, for services, rendered, under which this agreement in the following manner.
- 1.1.24. "The heading /Marginal Notes" in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.1.25. Monthly payment" The DCI will, pay to the Contractor a lump sum amount per day or (part thereof) aggregate basis for the days the Dredger is in operation ie If vessel in working condition daily charges or prorate are payable on completion of each calendar month by affecting daily rate.
- 1.1.26. **DEFICIT PERIOD** Shall means the following:
- i) The period by which the availability of the vessel falls below the minimum guaranteed level/period.
 - ii) The vessel does not report for duty within the specified period on receipt of order.
 - iii) The period during which the vessel has been decommissioned without the approval of Engineer.
- 1.1.27 DCI may authorize any person in writing, a copy of which is to be forwarded to the contractors, any person or persons to be named by him on his behalf to exercise his powers, authorities and directions under this contract as he may think fit and proper and the contractor shall recognize, honour and give necessary assistance to such authorities in all respects.

2. **Application:**

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

3. **Standards:**

- 3.1 The services provided under this contract shall confirm 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)
- 4.1.8 Indian Vessel Act 1971

4.2 **Contractor to Execute Contract Agreement:**

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

4.3 **Interpretation of Contract Document – Engineers' Power**

Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract. General Manager (Technical) is the competent in this regard.

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

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

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

Unless otherwise specified, the contractor shall be deemed to have included in his tender/offer all his cost connected to Manning, Operation, Consumables, servicing of machinery, General maintenance, Preventive maintenance, Routine maintenance by following PMS, Repairs including Break down, Good housekeeping including supply of materials for the same, insurance of personnel, painting, lodging and including food needs of crew and transportation of crew and officers and also any other contractual obligations including duties, taxes, excluding GST.

4.6 Contractor is Responsible for safety of the DCI Dredge XII & XIV including crew and all machinery & equipments.

The Contractor shall be solely responsible for all adequacy, stability and safety of all site operations, even if any prior approval thereto has been taken from the Engineer or his Representative.

4.7 **Contractor to Supervise the Works**

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

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

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

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

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

4.9.3 Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.

4.9.4 Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.

4.9.5 Damage / injury caused to waterway and bridge on account of the movement of DCI Dredger XII & XIV in connection with the work.

4.9.6 Pollution of waterway and damage caused to river, lock, sea wall or other structures related to waterway, in operating DCI Dredge XII & XIV.

4.10 **Notice to Contractor**

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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 sent by e-mail or sent by hand to the PMC.

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

The DCI Dredge XII & XIV should be operated by the contractor without causing hindrance for any maritime traffic or surface traffic.

5. **Performance Security**

5.1 Within Ten (10) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security to the DCI.

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

5.3 **A sum equal to 10% of the of the one year contract value as indicated in work order shall be deposited by the contractor as Performance Security Deposit through BG/NEFT/RTGS.**

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

DCI Current Account No:- 3583307000014

Branch Name:- DCI Ltd Port Area Branch Visakhapatnam

IFSC/RTGS No:- SYNB0003583

SWIFT Code No:- SYNBINBBO32

5.4 Bank Guarantee also can be submitted and shall be valid till completion of work including extended period, if any.

In case the contract is further extended for one year, 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. Alternatively at Contractors option, EMD can be converted as part of the Performance Security Deposit and balance amount shall be deposited by the contractor as performance security Deposit amount through BG/NEFT/RTGS.

Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by GMP-II or his authorised representative.. If Bank Guarantee is submitted against Performance Security, it should be valid till completion of work including extended period if any.

5.5 DCI shall encash bank Guarantee in the event the contractor has defaulted more than 30 days to commence at the order of authorized officer after handing over the vessel to him. In case delay in commencement of work by less than 30 days, penalty as per clause-15 of GCC will be applicable. Also bank guarantee shall be encashed if the contractor fails to comply with the condition of the contract or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit amount within 30 days after due notice given in this regard.

5.6 The performance security will be discharged by the DCI and returned to the Contractor with in sixty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

6.0 **Insurance: -**

Comprehensive insurance of the Dredger including their sub-systems and DCI personnel shall be arranged by DCI. However if case of any mishap/incidents, filing the note of protest and processing the claims if any are to be done by the contractor on behalf of DCI. Further, DCI shall not make any payment separately for the following and deemed to have been included in the quote and contractors are responsible for the following:

6.1 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.

6.2 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).

6.3 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).

- 6.4 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected.
- 6.5 The contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurance at all times
- 6.6 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 6.7 In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.
- 6.8 The Contractor shall at his own expense take out workmen's compensation insurance and employee liability insurance as required by law. Contractor shall obtain from his underwriters of such insurance a waiver of subrogation in favour of DCI. DCI will obtain a waiver of subrogation in favour of Contractor and his employees from underwriter of any insurance carried by DCI applicable to the Agreement.
- 6.9 The DCI shall insure with the Contractor as co-insurer the Dredger for hull and machinery, cargo and passengers, suitably and also cover Dredger under P&I Club. The entire premium in this regard shall be paid by the DCI.
- 6.10 Salaries of indirect labour such as supervisors, engineers etc., operational cost of machines and equipments.
- 6.11 Provident fund, gratuity, ESI and other allowances to labour and statutes.
- 6.12 Liabilities under workmen's compensation act and the labour regulations.
7. **Payment:**
- 7.1 The Bill for Services rendered shall be made on a monthly basis at DCI HO through NEFT/RTGS only in Indian Rupees. No Advance payment for the work done or any other advance whatsoever will be payable to the Contractor. The contractor shall raise the claims at the end of every month. For all cost of reimbursable items, the relevant invoices of the supplies in original duly certified by GM (T) / HOD (Tech) will have to be attached. The payment will be made only for services provided as per Price Bid/ Negotiated Rates. Payment shall be made by DCIL, within 60 (sixty) days of submission of an invoice/claim by the Contractor complete in all respects.
- 7.2 All original relevant documents are to be enclosed along with monthly invoice to release payment.
- 8.0 **Prices**
- 8.1 Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid
- 9 **Change Orders**
- 9.1 The DCI may at any time by a written order give to the Contractor make changes within the General Scope of the Contract for the services to be provided by the Contractor.
- 9.2 However contractor has to execute the instructions given by DCI without any extra cost to DCI.
10. **Contract Amendments**
- 10.1 Subject to GCC Clause 11, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
11. **Assignment**
- 11.1 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**

12.1 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 the 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 DCI in writing of the fact of the delay, its likely duration and its cause(s).

13.3 Except as provided under GCC Clause 13, 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 pursuant to GCC Clause 15.2 without the application of liquidated damages.

14. **Liquidated Damages**

14.1 The Dredging programme as per Clause No:- 48 of SCC will have to be strictly adhered to. In case, each dredger has not met the target of 280 operational days in 365 due to any reason whatsoever (except due to force majeure situations), LD shall be levied, 0.5 % of the final invoice value per day subject to a max. of 10% on the final invoice value.

15. **Penalty**

During the contract period the Dredger should meet the target of 280 operational days in 365 days, which mean that the dredger should be available for operations. The Contractor must agree to compensate the DCI for not adhering to the Dredging Programme. The compensation by way of penalty will be calculated at the rate Rs. 3,00,000/- per day. In case the total amount of compensation exceeds the performance deposit, the bank guarantee will be en-cashed. Penalty will be leviable in addition to LD if any, as stipulated in the tender.

Similarly, contractor is eligible for reward of Rs. 1,00,000/day if the Dredger is made available for operations beyond 280 days in a Year. This number of days must be certified by HOD tech of DCI.

15.1 Penalty will be imposed on the contractor @ Rs. 3,00,000/- per day for non compliance of properly maintaining the manning as per SMD submitted by DCI as specified in the clause 2.1 of SCC. All liability arising on account of non compliance of safe manning shall be account of contractor.

15.2 Backing of contractor at any stage during the contract period ie including extension period, the entire EMD and SD will be forfeited without any prejudice.

16.0 **Termination for Default**

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

16.2 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

16.2.1 If the Contractor fails to perform any other obligation(s) under the Contract.

16.2.2 If the services of the manning contractor is no longer required for DCI for any reason. In such case DCI shall give 30 days notice to the contractor.

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

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving, or soliciting of 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 the DCI, and includes collusive practice among Bidders (prior to

or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition.

- 16.3 In the event the DCI terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the DCI may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.
17. **Force Majeure:**
- 17.1 Notwithstanding the provisions of GCC Clauses 13, 14, 15 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 17.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes.
- 17.3 If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
18. **Termination for Insolvency**
- 18.1 The DCI may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DCI.
19. **Termination for Convenience:**
- 19.1 The DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of one month will be given.
20. **Settlement of Disputes**
- 20.1 If any dispute or difference of any kind whatsoever shall arise between the DCI and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DCI or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to providing of the services or after providing the services under the Contract.
- 20.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 20.5 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the DCI shall pay the Contractor any monies due to the Contractor.
- 20.6 Should any dispute or difference arise between the Corporation and the contractor in connection with this Contract, or as to the rights and liabilities of the parties hereto, it shall be referred to Arbitration. Each party shall appoint an Arbitrator and the Arbitrators so appointed shall appoint an Umpire and the award of the Arbitrators or the Umpire, as the case may be shall be final and binding upon the parties hereto. The Arbitrators shall give a reasoned award. Such Arbitration shall be held at Visakhapatnam, India. It shall be

in accordance with provisions of the Indian Arbitration Act, 1996 or any statutory modification or re-enactment hereof. The Arbitrator(s)/ Umpire may from time to time with the consent of the parties, enlarge the time for making and publishing the award.

LEGAL PROCEEDINGS:

Jurisdiction, for legal proceedings, if any, shall be at Visakhapatnam, A.P., India.

21. **Limitation of Liability:**

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

22. **Governing Language:**

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

23. **Applicable Law**

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

24. **Compliance with Statutory Requirements:**

The contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations / Rules / Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the DCI shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the DCI is required or called upon to pay or reimburse on behalf of the contractor.

25. **Taxes and Duties**

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

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

25.3 The GST will be reimbursed to the contractor subject to production of proof of payment made to the GST authorities.

26. **Income Tax Deduction:**

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

27. **Employment of Relatives:**

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

27.2 The tenderer shall have to give a Certificate that the Contractor had not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence the bid process and have not committed any offence under the PC Act in connection with the bid.

27.3 The tenderer shall have to give a Certificate that the Contractor shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.

28 **Notices**

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

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

SECTION -IV
SPECIAL CONDITIONS OF CONTRACT
(SCC)

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

1. Scope of Work:

- 1.1. Dredging Corporation of India Ltd., (DCI) comes under Ministry of Shipping, Govt., of India having its Head Office at Visakhapatnam. DCI is a service oriented commercial organization meeting the dredging requirement of Major Ports and Maritime sectors of India. DCI Dredgers – DCI Dredge-XII, Dredge-XIV, Trailer Suction Hopper Dredger having 5800 KW/ 5800 KW capacity Main Engine's and can dredge up to a dredging depth of 25 m is built by IHC Dredgers BV, The Netherlands in the year 1990/1991/2012 and working at various ports of India for Carrying out **Capital/Maintenance dredging works**. The dredger was maintained in good condition by attending timely routine maintenance and undergoing dry-docking from time to time. The dredger is in sea worthy condition and performing the dredging operations to its optimum capacity satisfactorily. Now DCI intends to outsource the **"Manning, Maintenance and Technical Management including Repairs & Maintenance of DCI Dredger- XII, XIV at various ports of India"**.
- 1.2. The technical details of Dredger- **XII & XIV** are given in Technical Specification. The Master, and officers will attend the task as described at Dredging programme. Appointment of crew shall be as per norms of Director General of Shipping. DCI at its discretion may post representatives-ONE or TWO on board dredger continuously though out the contract period on DCI account, to monitor the dredger performance, repairs & maintenance and implementation of dredging programme.
- 1.3. Operating the Dredger as per Dredging programme promulgated by DCI Visakhapatnam. The Dredging programme is also subjected to be altered by the DCI, if situation warranted. The Dredger has to be operated strictly as per the Dredger's OEM Maintenance manual/Instruction manuals, DCI laid down procedures/guidelines which are available on board dredger. The contract document will contain the terms and conditions given under each chapter and other pertinent details.
- 1.4. House Keeping and establishment of preventive maintenance cell.
- 1.5. Catering to DCI personnel/representative on board one each from deck and Engine side throughout the contract period and additional officials who visit dredger occasionally in connection with inspection of dredger and other related aspects.
- 1.6. Clearance of the Dredger at Ports, submitting Dredger's documents to Port Authorities for verification, arrangement of berths, pilotage including tugs etc.
- 1.7. Ensuring supply of fresh water to the entire period of contract and refilling from time to time as per requirement.
- 1.8. Bunkering of Dredger as per requirement consumption with proper justification, including arranging suitable berth for Dredger (or) supply through barges (quote excluding cost of Fuels)
- 1.9. Monthly submission of performance report of all systems in the Dredger and log books. The achievement of guaranteed production as intimated from time to time.
- 1.10. Preventive maintenance (including oiling, greasing, painting, hull & machinery including dredging machinery overhauling) and attending any faults/ repairs of the Dredger, all its systems, Dredger winches and all navigational equipment ensuring procurement of spares, consumable stores, management of preventive maintenance cell and up-keeping of complete Dredger. (Refer GCC 4.5)
- 1.11. Comprehensive insurance of the Dredger including their sub-systems and DCI personnel shall be arranged by DCI. In case of any mishap / incidents the documentation and processing of the claims if any is to be done by contractor on behalf of the DCI. Root cause of incident (if any) to be analyzed and contractor will be accountable in case of crew negligence.
- 1.12. Providing round the clock watch and ward for security of the vessels and their equipment during operational / non operational time and berthing places.
- 1.13. Routine boat services are essential to connect men and material from shore to dredger and back at respective place of deployment as per dredging programme at various ports in India to meet DCI client's dredging requirement.
- 1.14. Diving operations shall be carried out by contractor quarterly for inspection of propellers, sea chest valve, cleaning of marine growth on hull, etc., The routine boat engaged shall be standby during diving

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operations for any kind assistance to the diving team. After every inspection diving report shall be submitted to DCI HO Visakhapatnam immediately on completion of diving describing the inspection carried out. Abnormality noticed if any shall be attended immediately as per the advice of DCI.

1.15. Implementation and management of MLC, IMS,ISM, SMC and ISPS.

2. **OFFICERS & CREW OF THE DREDGER**

2.1 Adequate number of Officers and crew to be placed on board for dredging operations and Manning of vessel shall be as per the MMD guidelines and INSA/MUI & NMB agreements in vogue, to be arranged by contractor at his discretion.

Officers & Crew :- (Present SAFE MANNING)

1. Master	- 1, Master (FG) / Dredge Master Grade I
2. Chief Officer	- 1, Mate (FG) / Dredge Master Grade II
3. 2nd Officer	- 2, 2 nd Mate (FG) / Dredge Mate Grade I / NWKO (NCV)
4. Radio Officer	- 1, GMDSS operator
5. Rating 1 & 3	- 2, Rating forming Part of Navigational watch
6. Rating	- 1, Rating
7. CEO	- 1, Dredge Engineer Grade I/ MEO Class I
8. 2 EO	- 1, Dredge Engineer Grade II/ MEO Class II
9. OIC EW	- 2, MEO CL-IV or MECO CL-III (NCV – SEO) and Junior Engineer Officer after having completed GME pre sea course
10. Rating 2 & 3	- 1, Rating forming Part of Engineering Watch
11. Rating 3	- 1, Rating 3
12. Cook	- 1
	<u>Total 15 nos</u>

One officer to have Indian GMDSS or a dedicated Radio Officer holding Indian GMDSS.

Minimum manning is to be posted onboard vessel as per SMD submitted by DCI. If adequate manning is required for operating the dredger, sailing & anchorage period, same may be engaged/arranged by contractor with his discretion.

2.2 Above staff should have valid MMD certificate (STCW Regulation). All officers should have minimum one (01) year experience in dredging/shipping operation and crew should have six months experience.

2.3 Master & CEO compulsorily should have minimum one (1) year rank experience.

2.4 Officers & Crew age: up to 60 years—maximum

2.5 Officers & Crew must be X Grade of schooling pass

2.6 Electrical Officer should have at least Diploma/ITI holder in Electrical Engineering and minimum one year experience on vessel. **ELO should have valid ETO certificate issued by DGS.**

2.7 Have valid Indian CDC.

2.8 At least one officer to have Indian **GMDSS certificate** from MMD/DGS or Dedicated Radio Officer holding Indian GMDSS.

2.9 Staff should be with PPA (Personal Protective Aid) like Boiler suite, Safety shoes and Helmet.

2.10 All Officers/Crew should have Valid **Medical Fitness Certificate** from DG Shipping approved Doctor prior to board the vessel.

2.11 All Officers and Crew must be **insured** with 1) life and 2) personal accident insurance cover to the crew from IRDA (Insurance Regulatory and Development Authority) Approved insurance company.

2.12 Seamen's Provident Fund, Gratuity, Welfare fund, Seamen's levy fee to be paid as per respective enactments.

2.13 Rules and regulations as laid by DG Shipping / Shipping Master / MMD to be strictly complied.

2.14 TERMS & CONDITIONS FOR DEPLOYMENT OF OFFICERS & CREW

2.14.1 The officers and crew will have to be deployed by the contractor at place(s) indicated by the DCI for taking over of the vessel delivered at any port in India.

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- 2.14.2 The contractor shall employ qualified and experienced staff (as specified by D.G. Shipping) to ensure that minimum requirements as laid down by MMD authorities are met with. The DCI has every right to ask for replacement of any crew whom he/his representative feels non-cooperative either to the GM(T) or his subordinate official in Manning of the vessel or incompetent to do the work assigned to him or not performing upto the satisfaction of DCI or his representative. The DCI is required to be informed in advance regarding change of Master and Chief Engineer. **Payment to crew to be regulated as per MUI-INSA and NMB agreements.**

3.0 **PENALTY:**

During the contract period the Dredger should meet the target of 280 operational days which mean that the dredger should be available for operations. Balance 85 days shall be towards periodical maintenance, Breakdowns (not due to the failure of the contractor), Contingencies, Idle time i.e waiting for the project, Preparation for voyage, voyage etc. However efforts shall be made to achieve more than 280 days if the dredger is stationed at one port throughout the period. Failure to meet target operational days of 280 days, penalty will be levied at the rate of Rs. 3,00,000.00 per day.

Further, Penalty is applicable in case of exceeding monthly maintenance of 3 days (=72 hrs) or exceeding bunkering time of 1 day (=24 hrs), irrespective of targeted 280 operational days per annum.

The Dredging programme as per Clause No:- 48 of SCC will have to be strictly adhered to. The Contractor agrees to compensate the DCI not adhering to the Dredging Programme.

3.1 **OPERATIONAL BASE**

The DCI Head office is situated at "Dredge House" Port Area, Visakhapatnam and its project offices are situated at various ports in India. As the Dredger required to be deployed at various ports in India for attending the respective port dredging operations continuously, during certain period of time, it may become necessary to relieve or change the crew at any time. The contractor should provide a schedule of change of crew and its personnel to match the tentative Dredging programme.

- 3.2 The payment per day shall commence the day the Officers and crew are deployed as per the directive of the DCI at the designated port/yard.

3.3 **Date of commencement**

The operations start from the date of delivery before which all pre-requisites like inventory of spares have been prepared and completed. The date of delivery will be informed by the DCI to the Contractor for commencing the operation.

3.4 **Boarding and Lodging on board the dredger**

The Contractor shall provide boarding and lodging for the personnel (max two) authorized by the DCI or his authorized representative, other than the crew members of the Dredger to stay onboard during inspection / repairs. The quote should be inclusive of above.

3.5 **Reimbursements**

- 3.5.1 DCI shall reimburse the actual total costs of the following items after production of original invoices/receipts etc. duly certified by GM (T) / HOD Tech. All Such claims are required to get approved by PMC from DCI for claiming reimbursement.

- (i) Port & Pilotage charges – only for sailing from One Port to other Port. (Excluding - between Haldia & Kolkata).
- (ii) Berth hire charges- 1 day in case of Bunkers, 3 days (max) for routine monthly (30 days) maintenance of the Vessel. In case of exceeding stipulated time frame **no berth charges for exceeded time** shall be paid by DCI.
- (iii) Cost of replaced spare parts with confirmation from GM (T)/ HOD-tech.
- (iv) Underwater videography with prior approval from GM (T)/HOD-tech.

- 3.5.2 In addition to the above, the owner may direct the Contractor to perform any other service directly connected with the operation of the Dredger not specifically mentioned in this agreement and agrees to

pay a service charge as per mutual agreement and as per prevailing market rate and as per invoice/bill amount against the production of original challans or receipts or invoices for such work.

3.6 **DELIVERY & RE-DELIVERY OF DREDGER**

3.6.1 The Dredger shall be delivered to the Contractor at any port in India. At the time of delivery, the Dredger shall be in good condition along with spares, tools and tackles and other equipment supplied by the DCI and in every respect sea worthy with all standard MMD and class certification valid and up to date and in good Manning order and afloat condition. The Contractor shall take charge of Dredger as custodian in trust on behalf of the DCI.

An inventory of the Dredger's entire requirements, outfit, appliances, spares and stores shall be prepared by an independent surveyor (preferably IRS) appointed by the DCI and paid for by them in presence of the Contractor or their Representative at the time of delivery and by the same parties at the time of re-delivery. The cost of such surveys at delivery and re-delivery shall be borne by the DCI. The Contractor shall re-deliver the Dredger with all equipment tools, tackles, spares, stores and other accessories to the DCI on termination of this Agreement in the same good order and good condition in which it was delivered to him, (normal wear and tear accepted). The Contractor shall pay any/all charges of repair and survey which are required to be carried out to bring the Dredger fully operational and in same good condition as at the time of delivery, normal wear and tear accepted.

3.6.2 The re-delivery of the Dredger shall be affected at any port as determined by the DCI.

4 **PERIODIC INSPECTION**

The DCI shall have the right to inspect/survey, at their option and cost, at any and all times and at any port in India, the Dredger, any and all items machinery equipments, tools, materials as well as supplies being provided by the Contractor under this agreement. The Contractor undertakes and guarantees full and unhindered access to the Dredger for inspection by the representative of the DCI at any and all times. Items rejected on inspection, following standard Marine Practices shall be replaced by the Contractor. It is understood by both parties that any inspection by the DCI referred in this clause shall in no way reduce or diminish the Contractor's responsibility and obligation with respect to the statutory/class requirements. It is the Contractor's express obligation to follow and observe all applicable laws, rules, regulations and orders of the land to keep the Dredger afloat, in a safe good seaworthy and operational condition at all times, during the currency of this Agreement and any other extension thereon.

5. **BASE PORT**

5.1 DCI being a service oriented commercial organisation its dredgers are likely to deploy as per its clients dredging requirement at any port or maritime organization anywhere in the coastal region of Indian waters and ports.

5.2 The Dredger is required to operate anywhere in offshore India, and undertake voyages as required to proceed to such area of operation as directed by the DCI. Besides the base port, the Dredger may be stationed at any other Indian Port/middle east for any period within the currency of the agreement adhering to the Dredging programme projected for the Dredger by the DCI. The Contractor shall be responsible for Manning, Operation, Maintenance and Repairs of the Dredger from such Port(s) without any extra cost to the DCI.

6 **SCOPE OF DREDGER OPERATION.**

To operate the Dredger with the Master and other officers and crew, replacement of crew and payment of wages and all establishment matters related to the Dredger. The minimum number of Officers and crew to be deployed by the Contractor as per safe manning Document submitted by DCI. **If adequate manning is required for operating the dredger, same to be engaged/arranged by contractor with his discretion.** However, operational manning at Clause 2.1 of SCC to be maintained at all times. The Master is to execute the Dredging programme in accordance with the instructions from DCI or his authorized representative. He will be responsible for safety of the Dredger and personnel on board. All Officers and ratings should possess all relevant certificates approved by D.G. Shipping. The Contractor shall

accommodate additional personnel as directed by DCI and arrange appropriate accommodation as per their status.

- 6.1 The Contractor shall employ qualified and experienced (as specified by the concerned authorities) and competent people to ensure smooth operation, and safety of the Dredger and ensure that their minimum requirements as laid down by concerned authorities are met with. DCI has every right to ask replacement of any crew whom he feels is non-cooperative either with the DCI or his representative in Manning of the Dredger or incompetent to do the work assigned to him or not performing up to the satisfaction of DCI or his representative.

7 **HOUSE KEEPING**

- 7.1 The entire Dredger, its systems, cabins, decks, galley, mess room and all components will have to be kept tidy, clean and serviced regularly. All housekeeping tools and consumables will have to be provided by the Contractor.
- 7.2 Whenever necessary, minor carpentry, pest control, painting and plumbing will also have to be done. The toiletry utilities like buckets, cleaning materials for bathroom will have to be replaced periodically by the Contractor.
- 7.3 While handing over, the ship will contain three sets of linen. Bed and bath linen and contractor should maintain the same
- 7.4 The bed should be maintained whenever any damage occurs, the bed materials need to be replaced. If the DCI asks to do so.

8. **CATERING TO DCI AND HIS REPRESENTATIVES ON BOARD**

The contractor will provide the food and other beverages to the DCI and his representatives on board and the cost should include in the annual rate.

9. **MAINTENANCE AND REPAIR WORKS**

- 9.1. The Contractor has to carry out the repairs, overhauling and maintenance of the ship equipment (hull, machinery including dredging machinery and navigational equipments) as per PMS & manuals and maintain all the systems in the dredger, either directly or by engaging authorized Service Engineers of the systems with the consent of GM(T). These systems covering drag head to hopper, engine room, pump room machinery, navigational and communication equipment, winches, all furniture, galley equipment etc. and other items such as windowpanes, glass etc. The lubricants & grease shall be supplied by DCI, The dredger manning, repairs and routine maintenance works are to be carried out as per relevant equipment manuals available onboard by contractor.

Vessel may undergo for Periodical Repairs & Maintenance (R&M) works for maximum of 3 days in a month (30 days). Contractor has to arrange all requirements of R&M for the Vessel including Port berth (if reqd) etc. and to ensure completion of R&M activities within maximum of 72 hour Failing which, Penalty will be levied @Rs.3,00,000/- per day if delay in R&M completion beyond 72 hours. Minimum penalty of Rs.3,00,000/- will be charged for the delay in sailing of Vessel (from 73 to 96 hrs) and further Penalty will be levied on pro-rata basis if sailing is delayed beyond 96 hours.

- 9.2 The contractor shall appoint Technical Manager and Personnel for establishing and maintaining PMC from the date of signing the contract who will interact with concerned Department Heads and other officials of DCI in connection with operation of this contract for day to day works.
- 9.3 The Contractor should ensure adequate maintenance of ship/ Dredger and all systems onboard.
- 9.4 Monthly submission of performance of all systems in the Dredger report including production guarantee during dredging operations performed at particular project / port for which the applicable production guarantee shall be informed well in time prior to commencement of such project / port works..

10 **MONITORING INSURANCE COVER ASPECTS**

Comprehensive insurance of the Dredger including their sub-systems and DCI personnel shall be arranged by DCI. However in case of any mishap / incidents necessary documentation towards claims, if any is to be done by contractor on behalf of the DCI.

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11 **COMMUNICATION**

The satellite telephone/fax/email, as the case may be, will be within the overall control of Master and he should maintain a log book for all calls/messages originated from the Dredger.

12 **STATUTORY REQUIREMENT**

12.1 The Dredger shall be employed in such lawful activities in the operational areas of Indian waters and ports.

12.2 During the tenure of this Agreement, nothing unlawful shall be done by the Contractor in the dredger and the Dredger shall be employed in such lawful activities in the operational areas of off shore Indian waters/middle east.

12.3 During the tenure of this agreement, nothing shall be done in contrast to any law, act and/or rules/regulations, there under, or any amendment thereof governing inter-alia sea-customs, International Maritime Law etc, "Stowaways", foreign exchange, marine pollution and national security.

13 **CONTRACTOR'S DUTIES/OBLIGATIONS**

The Contractor's duties and obligations are detailed in scope of work, terms and conditions and dredging programme and shall include, inter-alia, manning, operation, victualling, repair, maintenance and provisioning of the Dredger, with a view to provide round the clock logistics supports services to the DCI's operational requirement. The Contractor shall keep the Dredger in good Manning order and condition and in substantially the same condition in which it was received from the DCI. The complete inventory of the Dredger's entire equipment, outfit, fixture appliances and all stores and spares, are to be maintained at all time during the Agreement and any extension thereof

14 **WORKING HOURS**

The Contractors shall be responsible for the operation as mentioned in this agreement round-the-clock including Sundays/Holidays and other closed/public holidays throughout the currency of this agreement.

15 **OPERATIONS**

15.1 The Contractor shall be required to confirm the availability of Master, Officers and crew on board the Dredger as required by Merchant Shipping Act, 1958, and as amended subsequently and/or relevant National, International Maritime Acts as applicable to provide un-interrupted operation of the Dredger round the clock throughout the period of this Agreement or any extension thereof.

15.2 The Master and crew shall be experienced, trained and competent to man, operate and maintain supervisory repairs to the satisfaction of the DCI, and also must invariably be in possession of requisite valid certificate of competency in accordance with the applicable law enforced by the Govt. of India or equivalent certificates from any other country recognized and approved by Govt. of India. The crew should also have training and experience in firefighting to meet any eventuality that may arise on board the Dredger or otherwise.

15.3 The Contractor shall be responsible for all operations, including, but not limited to full maintenance and upkeep of the Dredger and its equipment (including on board spares and stores) and for carrying out repairs to hull machinery including dredging machinery, electrical/electronic equipment and facilities on the Dredger, regular cleaning of ship's linen and furnishings as required by the DCI, classification surveyors and to maintain the Dredger in good condition, cleaned and painted and in efficient Manning condition during the currency of this Agreement.

15.4 The Contractor shall be responsible for periodical surveys and obtaining the renewal / endorsements of various certificates from competent authorities required for the operation of the Dredger under existing laws, rules and regulations of Govt. of India and classification societies as applicable and any other organization required by law/underwriters including any amendment thereof.

15.5 The Contractor shall exclusively own all liabilities for and in respect of the Master and crew deployed by the Contractor pertaining to their salaries, victuals, medical facilities, insurance coverage and any other requirement pertaining to the Master and Crew, including their transport onshore, offshore, laundry, welfare expenses, laundry of linen and furnishings etc.

- 15.6 In the performance of its obligations under this Agreement, the Contractor shall be deemed to be an independent contractor and neither of their employees nor the Master nor crew of the Dredger shall be deemed to be servants, agents or employees of the DCI, under any circumstances.
- 15.7 The Contractor shall carry out all related jobs required to operate the Dredger which will include inter-alia navigational equipment maintenance, handling of cargo on deck, receiving water, fuel into the tanks, be the case including handling lifting gears, slinging, protection of cargo on deck, provision in cold room/cool room, external and on board or any other job warranted by the circumstances.
- 15.8 The Contractor shall attend to all port and customs formalities to obtain port clearance. The Contractor shall pay port dues at all port (s). Such payments shall be reimbursed to the Contractor at actual submission of relevant original invoices/bills.
- 15.9 The Contractor shall be responsible for maintenance of daily deck and engine log books and submit the same to the DCI every month by the 10th of the following month. In addition, monthly consumption of fuel and lubrication oil indicating receipts, consumption and balance on board to be submitted along with the log books duly signed by the Master and Chief Engineer of the Dredger and DCI's representatives who were on board during that period (or) HOD Tech.
- 15.10 The Contractor shall be responsible for maintenance of preventive Maintenance cell as per schedule and as per the details of work to be carried out which includes maintenance of shore to ship communication, qualified experienced staff with marine background.

16 **PARTICULARS OF THE DREDGER PERSONNEL**

The Contractor shall submit to the DCI all particulars/bio-data including passport details of the Dredger's Master, Officers and crew to DCI before taking over the vessel. Any further changes shall be intimated to DCI along with the monthly invoices/reports, thereafter.

17 **REPLACEMENT OF THE DREDGER'S PERSONNEL**

- 17.1 The DCI may at any time request the Contractor to replace any member of the crew (including Master) as indicated in this Agreement, if the DCI has reasonable ground to come to the conclusion that any crew member (inclusive of the Master) is professionally incompetent and might jeopardize safety of the Dredger and personnel on board or is otherwise undesirable due to such behavior towards the -representative of the DCI in offshore or in base port which may cause acute embarrassment of the DCI.
- 17.2 Such request by the DCI shall be made in writing to the Contractor who shall be obliged to accept such request and shall forthwith take necessary steps to replace the said person and provide suitable substitute within seven (7) days from the date of such request made in writing. If such person is not replaced by a substitute by the Contractor within the said seven (7) days period, the DCI shall have the right to reduce daily rate payable to the Contractor under this Agreement by Rupees twenty thousand (Rs.20,000-)per day per person. It is hereby agreed that the person replaced as provided above shall not be re-employed by the Contractor without prior written consent of the DCI.

18 **WATCH WARD**

The Contractor should ensure adequate safety to the Dredger and its contents. He has to post watch and ward personnel at each calling port whether working or berthing places to ensure adequate security to the Dredger and all items in the Dredger. Any loss of material should be reported immediately to the DCI and an insurance claim has to be made for the lost item

19. **UPKEEP (MAINTENANCE) OF THE DREDGER**

The upkeep of the Dredger shall be the prime and exclusive responsibility of the Contractor. The Contractor shall ensure that the Dredger is always safe, seaworthy and in good condition to the entire satisfaction of the DCI, the classification society and the statutory surveyors.

20. **SCHEDULING**

Without affecting the general obligation provided in the foregoing clause the Contractor shall be responsible for the following in particulars:

- i. To Plan and implement a suitable preventive maintenance schedule for minimizing break down of machinery in order to ensure the operational availability of all equipment for a maximum period, and

submit the same to the DCI for approval within 60 days from the date Dredger is handed over to the Contractor and every month thereafter.

- ii. To Plan and keep stand-by various requirement of all types of spares, stores, specialized equipment tools and services required for specific job, and various types of consumables items required for operations.

21. **SUPPLY OF FRESH WATER**

- 21.1 The contractor shall ensure optimum utilization of fresh water in the entire period of contract. The fresh water is to be supplied to the dredger generally during maintenance or as per requirement of the dredger. The quote should be inclusive of cost of supply of fresh water and arrangements for receiving fresh water. DCI will not pay any additional charges towards supply of fresh water.
- 21.2 Stoppage of dredger for want / receiving of fresh water, LD & penalty will be levied for the delayed / stoppage period.
- 21.3 The fresh water shall be responsible for its portability.

22. **BUNKERING OF DREDGER**

- 22.1 The bunkering shall be supplied by DCI as per requirement and the contractor has to inform at least 30 days in advance about the bunker requirement. The contractor should make arrangement of suitable Berth and make sure bunkering must have to complete within 1 day (max). **Accordingly, Contractor has to arrange all formalities and requirements for the bunkering to Vessel including obtaining of Port berth etc. and to ensure smooth bunkering to Vessel within maximum of 24 hour from the time of bunkering confirmation from DCI.** Failing which, Penalty will be levied @Rs.3,00,000/- per day if delay in bunkering arrangement beyond 24 hours. Minimum penalty of Rs.3,00,000/- will be charged for the delay (25 to 48 hrs) in sailing of Vessel and further Penalty will be levied on pro-rata basis if sailing is delayed beyond 48 hours.
- 22.2 The contractor should make sure, bunkering take place in minimum time so that dredger is available for continuous operations or sailing to other port.
- 22.3 The log book containing the daily fuel level on board should be strictly maintained and a report on daily and monthly fuel consumption of the dredger will have to be submitted to DCI.
- 22.4 The Fuel stock on board will have to be certified by Master & Chief Engineer and DCI representative before and after bunkering.
- 22.5 If DCI permits, in Special & unavoidable circumstances, the bunkers has to be arranged by the contractor from Public Sector Oil Marketing Companies and shall be reimbursed at actual by DCI on production of original invoices/receipts along with proof of payment.

22.6 Fuel should be utilized optimally.

23. **LUBRICANTS**

- 23.1 DCI shall supply all required lubricants, Oil products required for maintenance of the systems in the dredger.
- 23.2 The contractor should intimate the requirement of lubricants etc 30 days in advance.
- 23.3 If DCI permits, In special & unavoidable circumstances, the lubricants has to be arranged by the contractor from Public Sector Oil Marketing Companies and shall be reimbursed by DCI on production of original invoices/receipts along with proof of payment.
- 23.4 The waste oil accumulated in bilge tanks & various locations and empty lube oil drums are to be disposed off, time to time to CPCB/SPCB approved vendors only by observing environmental norms. Oil record books must be updated periodically.

24. **SPARES**

- 24.1 The day to day consumable stores/spares like Bolts & nuts, Bearings, O-rings, gaskets, Hydraulic hoses, Mooring ropes, PP ropes, Cotton rags, Grease, Cardium compound, Minor tools, Marine paints,

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electrodes & Gases etc., for Maintenance of Systems & sub systems including dredging machinery are to be procured by the contractor for which a ceiling limit of Rs 8.0 Lakhs per year is provided. In case the ceiling limit is crossed, contractor can procure the consumable stores/spares depending on requirement with prior approval of DCI/ (HOD Tech) which shall be reimbursed on production of original invoices. Linen, Crockery, Stores, PPE required for upkeep and day to day maintenance of the vessel shall be part of the quoted rate. DCI shall provide Dredging Wire Ropes which are not included in the cost. In case of urgency, contractor has to supply relevant spares of systems on reimbursable basis.

NOTE : Contractor has to maintain essential consumables like gland packing, rubber packing, carbon brushes, lapping paste, oxygen & acetylene gases, bolts & nuts, washers, electrodes, cotton rags & waste, , soaps etc., are must be available all the time onboard. Accordingly, DCI representative or PIC (Project Incharge) / HOD Tech to certify the stock of above on fortnightly basis to HOD Tech, DCI HO.

- 24.2 In case of requirement of critical/machinery spares, same are to be procured by the contractor for completion repairs/ overhauling works. The contractor may Procure spares from OEM upto value of Rs. 10,00,000/- for each case and other manufacturers/ General items up to the value of Rs.2,00,000/- for each case. However, prior approval from DCI to be obtained for procurement of spares. Original procurement vouchers must be produced by contractor for reimbursement of bills. The ceiling limit of procurement of spares (OEM & other) is **Rs. 60 Lakhs/Vessel per annum**. In case of OEM Spares where value more than Rs.10 Lakhs, contractor need to obtain approval from HOD-Tech, DCI in writing before procurement. Total Spares cost is subject to a maximum limit of Rs 60 lakhs/Vessel per Annum. Cost Spares shall be reimbursed on production of original invoices. Requirement of such Spares shall be decided by DCI depending on priority. The spares procured shall be of standard make preferably from OEM and genuinely of other Spares & trials of such repaired dredge equipment/systems are responsibility of Contractors. In case of urgent requirement Contractor may consume spares from the Dredger's stock with the consent of DCI and replaced as per above provision. After consumption of spares, Vessel has to raise Spare Consumption Report (SCR) and forwarded to DCI for records.
- 24.3 Contractor has to submit their own Standard Purchase Procedure for procurement of materials/ spares/ stores etc., to DCI along with this tender.
- 25 The cost of spares purchased shall be reimbursed subject to production of original Invoices and certified by Master and Chief Engineer Officer.
- 25.1.1 Tenderer is required to pass on the "input credit of GST" available for the material and service procured by them. For this purpose, Original invoice is required to be produced & submitted to DCI for all material/ service procured, failing which DCI shall not reimburse such expenditures to the tenderer.
- 25.1.2 The tenderer shall enter into an agreement with DCI to the effect that they shall be acting as "Pure Agent" of DCI under GST Act while procuring material/ service for the purpose of execution of the subject.
- 26 **REVALIDATION OF STATUTORY CERTIFICATES**
The Contractor is responsible for revalidation of Class and statutory certificates of the Dredger and compliance of latest amendments/ acts issued by Statutory Authorities. Contractor has to arrange IRS & MMD Surveyor onboard vessel and carry out surveys timely to comply statutory regulations. Contractor should consider the above and quote to be submitted. No Separate Charges will be paid for the above.
27. **LSA/FFA ITEMS**
LSA/FFA items as per vessel requirement shall be arranged by DCI Contractor. The contractor has to service and maintain all the LSA/FFA items for surveys. Quote should be inclusive of above.
28. **LOG BOOKS AND NAVIGATIONAL CHARTS**
All log books, tide tables, nautical publications, Navigational Charts should be supplied by contractor. Further, Contractor has to update the notifications periodically. Quote should be inclusive of above.
29. **DCI OBLIGATIONS**
Dredging areas and depths to be achieved with time limit for completion of each zone or area to be furnished Project / Port wise before start of the particular Project / Port and monitoring aspects to be included in detail

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- 29.1 Make available drawings, manuals and literature of the Dredger, if available, to the Contractor as and when required for carrying out his obligation hereinafter.
- 29.2 Providing logistical support to the Contractor at his cost without any commitment, in obtaining clearance from Govt. agencies to import spares and such other assistance permissible under law of the land
- 29.3 Providing support to the Contractor in obtaining port clearance for operation of the Dredger.

30 **TAXES**

- 30.1 **Personnel** - Any taxes assessed on employees of the Contractor and/or his sub-contractor based on income earned in the performance of work under this Agreement shall be the responsibility of the Contractor and/or employees, and not of the DCI.
- 30.2 **Corporate** - Any taxes assessed on the income of the Contractor shall be the responsibility of the Contractor and paid by the Contractor. The DCI may, however, deduct income-tax at source in accordance with Indian Income tax Act and Rules.
- 30.3 Any other taxes and duties, as applicable under this Agreement shall be paid by the Contractor.
- 30.4 GST as applicable will be reimbursed at the prevailing rate by DCI on Production of GST remitted receipts.
31. TDS as applicable will be deducted by DCI.

32 **CHANGE IN LAW**

If there is a change in or enactment of any law in India after the date of placement of LOI (Letter of Intent) /WO (Work Order) which results in subsequently additional cost/savings to DCI on account of such enactment having effect on this Agreement, the Contractor shall reimburse the DCI or DCI shall pay to the Contractor as the case may be for such cost/savings and the two parties shall discuss and mutually agree on the method and extent to which the DCI/Contractor should be compensated/paid for. However, that provision of this Article shall not apply to personnel/corporate taxes and customs duties

33. **CONSEQUENTIAL DAMAGES:**

Neither DCI nor Contractor shall have any claim against each other for any consequential damages.

34. **PERFORMANCE**

- 34.1 At the time of execution of this Agreement, the Contractor shall submit an irrevocable bank guarantee on a Nationalized Bank acceptable to DCI equivalent to 10% of the total fee payable during the currency of the agreement for the period of the contract including any extension thereon and six months thereafter from a Nationalized Bank for satisfactory performance of the agreement.
- 34.2 The agreement shall become operative only upon receipt and acceptance of the above bank guarantee by the DCI.
- 34.3 Performance of the Contractor will be judged by the DCI for the competence of the Master and Crew in handling the Dredger and also preventive maintenance, carrying out routine and emergency repairs in shortest possible time, keeping the Dredger in a seaworthy condition during the tenure of this agreement.
- 34.4 The Contractor shall have the use of all outfit, equipment and appliances now on board the Dredger without extra cost provided the same or their substantial equivalent shall be returned to the DCI on redelivery in the same good order and conditions as and when received, ordinary wear and tear accepted.
- 34.5 In the event the Contractor fails to return the items mentioned in Para 34.4 above in a satisfactory condition, the DCI reserves the right to recover the cost of such of the damaged/missing items from the monthly bills as well as from the Performance Guarantee. This shall be without prejudice to all the other rights and remedies available to the DCI, under the terms of this agreement.
- 34.6 The performance guarantee shall be extended by the Contractors as advised by the DCI for the corresponding period of extension of the contract beyond the primary term.

35. The DCI shall insure with the Contractor as co-insurer the Dredger for hull and machinery, cargo and passengers, suitably and also cover Dredger under P&I Club. The entire premium in this regard shall be paid by the DCI.

36 **INDEMNITY**

36.1 The Contractor agrees to protect and hold the DCI and all its employees and agents, contractors and sub-contractors harmless from and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto demands, cost and expenses for personal injuries, illness or death of any of Contractor's employees, its agents, contractors or sub-contractors, arising from any case whatsoever, throughout the period of the Agreement

37 **TERMINATION**

37.1 In the event of the Contractor going into liquidation or winding up his business or making arrangement with his creditors, this agreement shall stand it so facto terminated from the date of occurrence of such event. This termination shall be without prejudice to any other rights to remedies, available to the DCI under this Agreement.

37.2 In the event of DCI deciding to wind up the operations of the Dredgers due to technical or other reasons, the contract stand terminated.

37.3 In the event of any breach of terms and conditions of this Agreement or unsatisfactory performance of the Contractor, the DCI shall have the right to terminate the Agreement forthwith. The decision of the DCI under this clause shall be final.

37.4 DCI reserves his right to terminate the Agreement at any time by giving 30 days notice in writing to the other party without assigning any reason whatsoever.

37.5 In the event the Contractor become insolvent and assigns its interest under this contract agreement for the benefit of creditors or is adjudged bankrupt, the contract shall stand terminated from the date.

37.6 If the Dredger is in operative and is not made available to the DCI for its use for 30 continuous days, the DCI at his option can terminate this Agreement.

38 **INVOICING AND BILLING**

38.1 The Contractor shall at the end of each month (or part of the month whichever applicable) submit an invoice, in quadruplicate for the lump sum monthly fee covering the period of previous month before 10th of every month to the Head Office of the DCI.

38.2 The Contractor shall also submit along with the above bills/invoices towards any purchase made for and on behalf of the DCI, along with supporting documents/ vouchers/receipts.

38.3 Such invoice(s)/bill(s) duly supported by all relevant documents will be paid after due verification and certification within 60 days of receipt of invoice(s)/bill(s) for all undisputed amounts. The disputed amount if any shall be cleared after following necessary clarification/verification. However, no interest will be payable by DCI for any delayed/disputed payment/claims.

38.4 The bills towards the procurement of Spares/stores and other statutory items, cost of repairs are required to be raised within a period of 90 days from the date of procurement of items, completion of repairs other statutory surveys etc as the case may be. Belated claims beyond 90 days shall not be entertained for settlement without valid reason which may be beyond the control of the contractor. The justification furnished by the contractor for any belated claim the rejection of the claim by DCI shall be final and the contractor has to abide by DCI's decision.

39 **POLLUTION AND CONTAMINATION**

39.1 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and the DCI that the responsibility for pollution or contamination seashore and environment caused by the Dredger and/or, the equipment of the Dredger shall be as follows:

40. The Contractor shall assume all responsibility for clearing up and containing pollution or contamination which originates from the Dredger or its equipment on the surface of the water from spills of fuels, lubricants, motor oil, ballast, bilge and garbage, engine exhaust and effluents.

Tenderer Signature with seal

41 **ASSIGNMENT**

The contractor shall not except without the express prior approval in writing of the commission, transfer sub-contract or assign his obligations or any benefit or interest in the contracts or any part thereof in any manner, whatsoever. Any such assignment shall not absolve the contractor from this obligation and responsibilities under this contract

42 **INTERPRETATION**

The titles and readings of the sections in this Agreement are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provision of this agreement.

43 **SERVICEABILITY**

Should any provision of this Agreement be found to be invalid, illegal or otherwise unenforceable by any court of law, such findings shall not effect the remaining provisions hereof and they shall remain binding on the parties hereto.

43.1 **FORCE MAJEURE**

- 43.1.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this Agreement, the relative obligation of the party affected by such Force Majeure shall after notice under this clause be suspended for the period during which such cause lasts.
- 43.1.2 The term "Force Majeure" as used herein shall mean acts of God, War (declared or undeclared) riots or civil commotion, fires, floods, bad weather and Acts of Regulations of the Government of India or any of its authorized agencies.
- 43.1.3 Upon the occurrence of any Force Majeure cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify that other party in writing within seventy two (72) hours of the alleged beginning and ending thereof giving full particulars and satisfactory explanation in support of its claim.
- 43.1.4 Time for performance of the relative obligation suspended by the "Force Majeure" shall then stand extended by the period for which such causes lasts.
- 43.2 Payment during "Force Majeure"
It is understood and agreed by the parties of this Agreement that during the period of "Force Majeure" pursuant to clause 43.1, full fee shall be payable to the Contractor. DCI shall pay for any fuel and water during the period of "Force Majeure".

44 **APPLICABLE LAW**

The terms and provisions of this Agreement shall be governed by the Laws of India and shall be subject to jurisdiction of Courts' in Visakhapatnam.

45 **COMPLIANCE OF LAWS**

Compliance of all laws such as labour, Income tax, corporate tax.etc. will be to Contractor's account.

46 **NOTICE**

All notice required herein to be given shall be deemed to have properly made when delivered or when sent by registered post addressed to the party.

47. **LIABILITY AND INDEMNITY**

The contractor shall agree to indemnify, defend and hold the DCI, his representative and authorized personnel on board the Dredger harmless from and against any and all claims, suits or causes of action for injury to or death of contractor's personnel and for loss or damage to property of contractor or others or its personnel arising from or related to performance of this contract, and without regard to the negligence or fault of any part.

48. **DREDGING PROGRAMME**

During the contract period the Dredger should meet the target of 280 operational days in 365 days, which mean that the dredger should be available for operations. Balance 85 days shall be towards periodical maintenance, Breakdowns (not due to the failure of the contractor), Contingencies, Idle time i.e waiting for the project, Preparation for voyage etc. However efforts shall be made to achieve more than 280 days if the dredger is stationed at one port throughout the period. Failure to meet target operational days of 280 days, LD & penalty will be levied as per tender.

In case if the Dredger is taken for Dry Dock/ Mini layup (by DCI), the relevant number of DD days utilised for such purpose shall be deducted from the target operational days. However, incidents leading to requirement of docking the Vessel during the currency of contract shall be on account of contractor.

49. **Miscellaneous Activities:-** The following activities are to be attended:

49.1 Operating derrick / crane as required for loading and unloading of the stores, material / equipment into the Dredger from shore to Dredger and back.

49.2 The Dredger may be required to sail from one port to other port depending upon the dredging requirement of DCI clients. Hence the Dredger is required to sail at a very short notice of about **24 hrs to 48 Hrs. Accordingly, Contractor to arrange all formalities and requirements to sail out the Vessel including obtaining of Port clearance and to ensure sailing of Vessel within maximum of 48 hour from the time of notice of DCI.** Failing which, Penalty will be levied @Rs.3,00,000/- per day if sailing is delayed beyond 48 hours. Minimum penalty of Rs.3,00,000/- will be charged for the delay in sailing of Vessel (from 49 to 72 hrs) and further Penalty will be levied on pro-rata basis if sailing is delayed beyond 72 hours.

49.3 Updating of Admiralty charts available on onboard from time to time by obtaining the relevant information from concerned statutory authorities.

49.4 In addition to the above, management of preventive maintenance cell at the headquarter office for DCI Dredgers.

50 **PREVENTIVE MAINTENANCE CELL (PMC)**

Preventive Maintenance Cell (PMC) to be established and shall consist of an experienced Chief engineer **MEO Class-I** to be designated as Technical Manager (HQ) with five year experience at sea and at least three years experience as Technical Manager/Superintendent ashore and one Marine officer from deck/engine side. Nodal person for all the correspondence to be designated.

PMC staff will process all the cases pertaining to the Dredger and should be fully conversant with all requirements for smooth operation and Manning of the Dredger. The PMC should monitor, scrutinize all ships requirements projected in the form of indents and work/repairs specifications and assist DCI to process their approvals.

The PMC to ensure that all the routine maintenance task and statutory surveys, ISM audit, monitoring etc., are carried out methodically and timely by the Dredger's crew/contractor on behalf of the DCI.

51. **REPLACEMENT OF MEDICINES**

A list of medicines as per DG Shipping's norms with kit will have to be procured and maintained as per the MMD norms.

52 **CLEARANCE OF DREDGER AT PORTS. SUBMITTING DREDGER'S DOCUMENTS TO PORT AUTHORITIES ARRANGEMENT OF BERTHS PILOTAGE ETC.**

52.1 The Contractor shall be responsible for obtaining port clearance, arrangement of berths, pilotages (where required) at each calling port and shall maintain stay of the Dredger in ports for the stipulated period in the Dredging programme. No delay on account of the above is permitted except the ones which are beyond the control of the Contractor. The contractor shall be responsible for clearing of men and material that will be embarking and disembarking through customs and security.

53 **ISM - CODE MANAGEMENT**

The contractor shall manage the ISM on board and ashore in respect of Dredge-XII & XIV. Statuary charges by the appropriate authority, surveyors expenses for travel/ boarding/lodging shall be contractors

own cost. Periodical internal audit have to be carried out at the contractor's own cost and no separate claim on this account will be entertained.

54 **AGENCY WORK**

- 54.1 Contractors has to engage Agency (if required) to liaise with the local port authorities for port related requirements like arranging fresh water, bunkers berthing, pilotage and weighment & supply of materials etc at contractors own cost.

55 **ARBITRATION**

All matters relating to disputes and difference of opinion will have to be settled mutually as far as possible. In case the contractor decides to settle a dispute through arbitration, it will be dealt by the provisions of the Arbitration Act, 1996 and as amended from time to time. The need for settlement through arbitrator and issue concerned will have to be informed to DCI in writing. The arbitration will be referred to a one-man arbitration committee and the arbitrator will be nominated by the DCI. His verdict will be final and deemed to be order of any court under the jurisdiction. The name of the arbitrator will be informed by the DCI or his authorized representative. The arbitrator may not be the same person each time and the DCI or his representative has full right to change the arbitrator nominated earlier. Settlement of disputes (if any) will be within the jurisdiction of court of Visakhapatnam.

56. **SUNKEN EQUIPMENT:**

If any equipment (floating or otherwise) belonging to the Contractor or Sub-contractor or any material or things therein or thereafter sink from any cause whatsoever, it shall immediately be reported by the Contractor to the DCI- Competent Authority and Contractor shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as port/ DCI may direct. The fact that the sunken equipment, material or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Contractor from his obligations under this clause to raise and remove the same.

Until such sunken equipment, material or things have been raised and removed, the Contractor shall set such buoys and display at night such lights and do all such things for the safety as may be required by the Competent Authority/ port/ DCI. In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, the port/DCI may cause to set buoys and display at night lights on such equipment and raise and remove the same without prejudice to the right of the port/DCI to hold the Contractor liable and all expenses and consequences thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from him as a debt by the port/DCI or may be deducted by the port/ DCI from any money due or which may become due to the Contractor.

57. **STATUTORY DRILLS:**

All Drills are to be carried out as per schedule submitted by DCI drill and report to be forwarded to DCI.

58 **DAILY / MONTHLY / QUARTERLY REPORTS:**

- 58.1 Daily Progress Report & Daily utilization Report - Daily
- 58.2 Preventive maintenance schedule of all machineries / equipments - Monthly
- 58.3 Lube oil & fuel oil consumption report – Monthly
- 58.4 Deck returns – Monthly
- 58.5 Report on Ship Certificates – Monthly
- 58.6 Critical spares report - Monthly
- 58.7 Instrumentation equipments status report – Monthly
- 58.8 Nucleonic gauge report – Monthly
- 58.9 Engine room Log Abstract – Monthly
- 58.10 Spares consumption Report – Monthly
- 58.11 Insulation Report – Qtly
- 58.12 Safety alarms tried out report – Qtly
- 58.13 Handing over & Taking over Reports of Master & CEO.
- 58.14 Housekeeping fortnightly report.

As per DCI ISM code all regulations to be complied and accordingly all reports to be forwarded to DCI.

Tenderer Signature with seal

SECTION V

TECHNICAL SPECIFICATION

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

GENERAL SPECIFICATIONS OF DCI DREDGERS (DR-XII AND XIV) :-

1	Name of the Vessel	DCI Dredge XII / XIV
2	Registered under	MS Act
3	Official No	2406 / 2407
4	Call Sign	VTTM / VTTN
4	IMO No	8818037 / 8818049
5	Type of Vessel	Trailer Suction Hopper Dredger
6	Year of Built	1990 / 1991
7	Place of Built	Kinderdijk, Netherlands
8	Construction Details	
	• Overall Length	115 M
	• Breadth	21 M
	• Depth	5.5 M
	• Draft	7.55 M
	• GRT	6327 T
	• NRT	1906
	• Speed	14 Knots

Tenderer Signature with seal

SECTION – VI**SAMPLE FORMS**Notes on the Sample Forms

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

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

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

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

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

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

The Details of the Manning duly filled in should be submitted along with the Technical Bid.

1. Bid Form

Date: _____

To:

The Dredging Corporation of India Limited,
 'Dredge House', Port Area,
 Visakhapatnam – 530 035.

Gentlemen:

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

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

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

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

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

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

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

Dated this _____ day of _____ 2017_____.

 [Signature]

 [In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

PREAMBLE TO PRICE BID

TENDER FOR **“Manning, Maintenance and Technical Management of DCI Dredge-XII & XIV at various ports of India ”**

1. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause
2. No other charges, other than those specified in the tender conditions shall be payable.

Tenderer Signature with seal

(COVER -B)

**DREDGING CORPORATION OF INDIA LIMITED
VISAKHAPATNAM**

BOQ

Name of the Work: "Manning, Maintenance and Technical Management of DCI Dredge XII & XIV at various ports of India".

Sl.No	Description	Unit	Lump sum Rate in Rs per year (365 days)	Amount in Words
I	For DCI Dredger XII: Manning, Maintenance and Technical Management of DCI Dredge XII at various ports of India including cost of Crew & Officers wages, victualling, allowances, uniform, insurance, travel as per INSA/MUI & NMB agreements and complete administration charges, maintaining PMC, preventive maintenance, maintenance & repairs of all machinery & equipments, compliance of statutory regulations, ISM code, ISPS, MLC & IMS, statutory bodies fees, other than reimbursable items as per tender.	LS		
II	For DCI Dredger XIV: Manning, Maintenance and Technical Management of DCI Dredge XIV at various ports of India including cost of Crew & Officers wages, victualling, allowances, uniform, insurance, travel as per INSA/MUI & NMB agreements and complete administration charges, maintaining PMC, preventive maintenance, maintenance & repairs of all machinery & equipments, compliance of statutory regulations, ISM code, ISPS, MLC & IMS, statutory bodies fees, other than reimbursable items as per tender.	LS		

Note:- 1. The rate quoted to be exclusive of GST

2. Per Day rate shall be arrived by dividing the yearly rate with 365 days

Tenderer Signature with seal

3. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To
The Dredging Corporation of India,
Dredge House, Port Area,
Visakhapatnam – 530 035.

WHERE AS (hereinafter) called “the Tenderer” has submitted its tender datedfor the execution of (name of work).....(hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam – 530 035 hereinafter called the “CORPORATION”.

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.....(Rupeesonly) and will remain in force up to 120 days from the date of opening of Second Cover / Finance Bid, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder. Dated.....day of2016 For

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

Tenderer Signature with seal

4. FORM OF CONTRACT AGREEMENT

This agreement made this _____ day of _____ BETWEEN the Dredging Corporation of India Ltd., a body corporate under Company's act having its registered office at New Delhi and Head Office at Visakhapatnam (hereinafter called "the Employer", "which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the One Part AND _____ (name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part.

WHEREAS the "Employer" is desirous of _____
_____ and the Contractor has offered to _____

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

Tenderer Signature with seal

Name :
Designation :
Seal :

Name :
Designation
Seal :

In the presence of
Witness

a) Signature
Name & Address:

Signature
Name & Address:

5. FORM OF BANK GUARANTEE BOND

(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 Agreement / Contract / Work Order datedmade between DCI and Contractor for(herein after called the said "Agreement"), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for

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

2. We,(indicate the name of Bank)

do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said

Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding(say.....only)

Tenderer Signature with seal

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

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

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

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

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

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

Dated theday of2017.

Tenderer Signature with seal

Form No 6.
Qualification Requirements
 (Referred to in Clause 11.2 of ITB)

A) Financial Qualification:

The bidder should furnish

- i) Audited balance sheet for the last three years as required under Clause 7.2.5 of ITB.

B) Technical Qualification:

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

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

Documents for the following

1. Bidder should have experience successfully carried out *similar work during last seven years ending 31st March'2017 as mentioned below:

- a. Three similar completed works costing not less than Rs 7.92 Crores each or
- b. Two similar completed works costing not less than Rs 9.90 Crores each or
- c. One similar completed work costing not less than Rs 15.84 Crores.

***Similar work means** having the experience of successfully carried out manning, maintenance and technical management of TSHDs/CSDs/Other Ships of not less than 2800 KW or **4000** GRT or TSHD of 4000 m3 hopper capacity or more up to 31st Mar 2017.

2. Average annual financial turnover during the past three years ending 31st March'2017 should be at least Rs.5.94 Crores.
3. The Service Provider should have the following for pre qualification:-
- Bidder must have valid RPSL (Recruitment and Placement of Seafarers) issued by Director of Seaman's Employment office, Mumbai/Kolkata/Chennai or DG shipping, GoI along with proof of payment proof of Seamen's Provident Fund, Seamen's levy fee from above experienced work
 - Should be MLC 2006 compliant.
 - The bidder should have valid Document of Compliance (DOC) issued by competent authorities (DG Shipping) at the time of bidding and must maintain the validity of these documents till the end of the contract.
 - Should be certified for ISO 14001:2008 & 14001:2004 by IRQS or any other IACS member.
 - Senior Management of the Service provider (Office) should have minimum of 5(five) years experience in Dredging field in Management level.
4. The Service Provider shall be registered in India with Indian ownership. Foreign ship management companies operating only with Indian representative offices are not eligible to quote.

Tenderer Signature with seal

5. The Service provider must be capable of giving dedicated and undivided attention to the operational requirement of DCI which provides dredging services to various ports and other maritime sectors along the Indian Coast/middle east.
6. Service provider, in case, claims experience from related or joint venture companies, such relation or joint venture must have been formed prior to the period for which experience is so claimed.
7. In case experience of foreign ship management is claimed proof of receipt of foreign exchange for such services with appropriate certificates from Reserve Bank of India and other banks shall be produced
8. Since the contract is basically for dredging operations and technical management, the entire operation is dependent on the experience of the personnel managing the affair and not merely a list of names, they shall be from marine background experienced in ship management and preferably in dredging works.
9. Turnover of the service provider and proof of such income shall be attached. Proof of income shall be only from and for ship management and related activities and not from any other business and same would be reflected in their proof of income.
10. Number of years of experience in Manning and maintaining of vessels in Govt. /public sector/reputed private sector organizations and technical details of such vessels, manpower deployed along with their qualifications/ experience should be furnished along with the bid document.
11. The bidder shall submit financial capability of the contractor / service provider with a copy of balance sheet for the last three years. A copy of partnership agreement if any, made with Govt./public sector / private sector organization may also be submitted. In case of consortium, the date of forming the consortium, details of partners, copies of balance sheets for all partners concerned should be submitted.
12. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like Work order, Performance certificate from clients, Service provider's annual reports, Audited balance sheets, and other relevant documents necessary.
13. The Dredger can be inspected by the bidder with the prior approval of the DCI at their own Cost. DCI shall arrange necessary gate passes/permission at the port of deployment during inspection

Form No 7

Details & List of Crew & Officers Proposed for engagement for the subject work

The manning shall be required for the vessel as per Safe Manning Document (SMD) provided by DCI.

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SECTION – VII**CHECK LIST FOR TECHNO- COMMERCIAL BID**

1. A Bid Form except the Price Schedule
2. A list of similar works tendered for and in hand/being executed as on the date of submission of tender.
3. A detailed list manning as per Safe manning Document.
4. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - Audited balance sheet for the last three years;
 - Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:
 - Brief description of the work
 - List of Inland Masters & Engine drivers deployed
 - Contract amount
 - Time limit for completion
 - Whether the work has been completed within the stipulated time.
 - Whether any liquidated damages have been levied.
5. Earnest money deposit in the form of - Demand Draft or - Bank Guarantee from any Nationalized Indian Bank having its branch at Visakhapatnam.
6. PAN Number
7. Registration with Provident Fund Authorities
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. Copies of original certificates of crew as per SMD proposed to be offered to DCI.
12. Copy of the existing insurance policy covering the crew and third party.
13. The bidder shall have to give a Certificate as specified in Clause 27 of GCC.

Downloaded/ Purchased Tender Document duly signed on

Tenderer Signature with seal

SECTION-VIII

DECLARATION

Date_____

To
The General Manager (T),
Dredging Corporation of India Limited,
Dredge House, Port Area,
Visakhapatnam – 530 001

Sub:- Manning, Maintenance and Technical Management of DCI Dredge- XII & XIV at various ports of India.

Ref:- Bid No. DCI/TECH/112 & 114/Manning/2017-18

Dear Sir,

We hereby declare that we have not been prosecuted by any Court of law either in India or abroad for violation of any specific rules laid down for execution of work/contract of any time subjected to Industrial dispute for violation of said provisions of the Act.

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER

DECLARATION

Date_____

To
The General Manager (T),
Dredging Corporation of India Limited,
Dredge House, Port Area,
Visakhapatnam – 530 001

Sub:- Manning, Maintenance and Technical Management of DCI Dredge- XII & XIV at various ports of India.

Ref:- Bid No. DCI/TECH/112 & 114/Manning/2017-18

Dear Sir,

- A. With reference to your above referred Tender, we hereby certify that, we do not have any current litigation with any party/ firms.
- or
- B. We hereby certified that presently we are having litigation with the following party/ firms:
 - 1.....
 - 2.....
 - 3.....
 - 4.....

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER

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

Tenderer Signature with seal

DECLARATION

Date_____

To
The General Manager (T),
Dredging Corporation of India Limited,
Dredge House, Port Area,
Visakhapatnam – 530 001

Sub:- Manning, Maintenance and Technical Management of DCI Dredge- XII & XIV at various ports of India.

Ref:- Bid No. DCI/TECH/112 & 114/Manning/2017-18

Dear Sir,

- A. With reference to your above referred Tender, 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,

SIGNATURE OF BIDDER

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

Tenderer Signature with seal

DECLARATION

Date_____

To
The General Manager (T),
Dredging Corporation of India Limited,
Dredge House, Port Area,
Visakhapatnam – 530 001

Sub:- Manning, Maintenance and Technical Management of DCI Dredge- XII & XIV at various ports of India.

Ref:- Bid No. DCI/TECH/112 & 114/Manning/2017-18

Dear Sir,

- A. With reference to your above referred Tender, 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. We hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER

TENDER ACCEPTANCE LETTER
(To be given on Service provider Letter Head)

Date _____

To
The General Manager (T),
Dredging Corporation of India Limited,
Dredge House, Port Area,
Visakhapatnam – 530 001

Sub:- Manning, Maintenance and Management of DCI Dredge-----
----- at various ports of India.

Ref:- Ref:- Bid No. DCI/TECH/112 & 114/Manning/2017-18

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the website(s) namely:
_____ as per your advertisement.
2. I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Tenderer Signature with seal