

TENDER DOCUMENT



**DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: MANGALORE
KARNATAKA**

MNG/OPS/Grab/Back-Hoe Dredger/2021-22/

Date: 11-08-2021

TENDER FOR

“Hiring of one number suitable grab / back-hoe dredger for carrying out Maintenance Dredging alongside/in front of berths (0 to 7 mtrs) and other areas for New Mangalore Port Trust, Mangalore for one year (2021-22) extendable for another year (2022-23) at the same rates, terms & conditions at discretion of DCI.”

Period of Contract: One year (extendable for another one year.)

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

DREDGING CORPORATION OF INDIA LTD.
PROJECT OFFICE: MANGALORE

Ref: MNG/OPS/Grab/Back-Hoe Dredger/2021-22/

Date: 11-08-2021

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

Dredging Corporation of India Limited (DCIL), a pioneer in the field of dredging established in 1976 to provide dredging services to the Major & minor Ports of India, Navy and Inland waters and presently a public limited company owned by a consortium of four major port trusts viz., Paradip Port Trust, Visakhapatnam Port Trust, Jawaharlal Nehru Port Trust and Deendayal Port Trust (erstwhile Kandla Port Trust), having Corporate office at Visakhapatnam and Regional / project offices at various locations in India.

DCIL secured Post Monsoon Maintenance Dredging contract at New Mangalore Port (of NMPT) for the year 2020-21, 2021-22 & 2022-23. In this regard, DCIL intends to subcontract the subject work through bidding.

Sealed Tenders are invited two bid systems through E-Tender from competent and experienced firms for the subject work, who have to submit the offer through central Public Procurement Portals <http://www.eprocure.gov.in> on the Tender document, uploaded in websites. The tenderer has to get themselves enrolled on the above portal and follow the procedure laid there in for submission of offer. The Online Bidder Enrollment is free of cost and one time activity only. The complete tender document shall be available on the website of "DCI"- <http://www.dredge-india.com>, Central Public Procurement Portals - <http://www.eprocure.gov.in> . :

1.	Name of Work:	:	"Hiring of one number suitable grab / back-hoe dredger for carrying out Maintenance Dredging alongside/in front of berths (0 to 7 mtrs) and other areas for New Mangalore Port Trust, Mangalore for one year extendable for another year (2022-23) at the same rates, terms & conditions at discretion of DCI."
2.	Period of Contract/Duration of work	:	90 days from the date of commencement of Work.
3.	Earnest Money Deposit	:	Rs.75,140/- (Rupees Seventy Five Thousand One Hundred and Forty only).
4.	Cost of Tender Documents	:	Rs.5,900/- (Rupees Five thousand nine hundred only)(Non-refundable).
5.	Availability of bid document in DCIL and e-procurement (e-publish) websites for downloading:	:	From 12-08-2021 to 25-08-2021 upto 1500 Hrs.
6.	Pre-bid queries & Clarifications.	:	16-08-2021 upto 1200 Hrs (No pre-bid meeting will be held. Pre-bid queries received through e-mails in time only can be clarified). E-mail address: pomangalore@dcil.co.in , rgm.kochi@dcil.co.in , gsajeev@dcil.co.in
7.	Date of uploading DCIL's clarifications on pre-bid queries in DCIL and e-procurement websites	:	17-08-2021 1800 hrs.
8.	Last date for receipt of Tenders	:	Up to 1500 Hrs on 25-08-2021.

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9.	Opening of Technical Bids	:	At 1530 hrs on 26-08-2021.
10.	DCI Bank Details	:	Name of the Company: Dredging Corporation of India Ltd., Name of the Bank: Canara Bank Branch Name: DCI Ltd. Branch, Port Area, Visakhapatnam-530001 IFS Code :CNRB0013583 Swift code:SYNBINBB032 Account type : Current account Account No. 35833070000014 GST No.:37AAACD6021B1ZB

Pre-Qualification Criteria:

1. Experience of having successfully completed similar works during last seven years ending July '2021 should be either of the following:
 - Three similar completed works each costing not less than the amount of Rs.60.11lakhs
OR
 - Two similar completed works each costing not less than the amount of Rs.75.14 lakhs
OR
 - One similar completed work each costing not less than the amount of Rs.1.20 Crores.
2. Average Annual financial turn over during last 3 years ending 31 March 2021 should be at least Rs.45.08 Lakhs.
Interested eligible Tenderers may download the Tender documents from our websites mentioned down below.

- Note:** i) "Similar work" means dredging works carried out by Grab Dredger / Back Hoe Dredger.
ii) Work completion certificates along with work orders as a proof of completing similar works are to be submitted with technical bid (Cover-A).

The IFB and Bid Document is hosted in websites: <https://eprocure.gov.in> (e-publish) and www.dredge-india.com. Interested parties may visit the site and download the bid document, remit the cost of bid document as mentioned at S.no.-4 above to the account details mentioned there in and the confirmation of receipt is to be obtained by the bidder from DCI HO's e-mail id: treasury@dcil.co.in and to be enclosed with the tender along with electronic receipt/ UTR

Payment towards Cost of bid, EMD & Performance security to be remitted to the bank details mentioned above. Exemptions under MSME towards tender fee, EMD, etc shall be considered with valid supporting documents to the extent permitted by Government. Bank guarantee towards EMD to be submitted in original to the following address.

DREDGING CORPORATION OF INDIA LIMITED

REGIONAL OFFICE: KOCHI

Door No. 57/656 (D9), 3rd floor, "Chackalackal" Building,
K.P. Vallon Road, Kadavanthra,
Ernakulam – 682 020.
Kerala, India.

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

Signature with stamp/seal of the tenderer

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Integrity Pact (IP):

Integrity Pact shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract through an appropriate provision. The bidders should sign and submit an —Integrity Pactll to be executed between the bidder and Dredging Corporation of India Limited in a separate envelope super scribed —Integrity Pact before due date and time of the tender. Bids not accompanied by a duly signed —Integrity Pactll shall be liable for rejection. IP would be implemented through either of the following Independent External Monitors (IEM) for this tender.

- 1) Shri M.Narayana Rao, Ex.CMD, Midhani,
House No. 8-2-293/82/J/A-60,
Journalist colony, Jubilee Hills,
Hyderabad 500033
Phone- 9989055569
Email- nrmyneni@gmail.com
- 2) Shri M.Sundara Ram, IRTS(Retd.), Chief Operations Manager,
NEFR 203, SubhNiwas, 12-13-548,
Street 14, Nagarjuna Nagar, Tarnaka,
Hyderabad-500017
Phone 9701345950
Email- madduris2000@gmail.com

For full details of the scheme of IP, you may visit the website of Central Vigilance Commission, New Delhi.

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

- Accept or reject any or all bids without assigning any reason whatsoever.
- Accept the bid in whole or part.
- Reject the bid received with counter conditions.
- Reject the bid enquiry at any stage without assigning any reason.

Project Manager

Signature with stamp/seal of the tenderer

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SECTION - III INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Requirements for participation in e-tenders

In order to submit the online offer on e-Procurement portal the bidders should meet the following requirements:

- a) PC connected with Internet (For details, visit home page of e-Procurement portal). It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidders premises to access the e-Procurement website. Under no circumstances, DCI shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b) Online Enrollment/Registration with e-Procurement portal with valid Digital Signature Certificate (DSC). The online enrollment/registration of the bidders on the portal is free of cost and one time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorized person. It shall be the responsibility of the tenderer to ensure that they get registered with the e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c) Class II or Class III Digital Signature Certificate (DSC).

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all Contractors/ firms who satisfy the conditions stipulated in the bid document.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by 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.
- 2.3 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI Clients in accordance ITB Clause 36.

3. Cost of Bidding

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

B. Bidding Documents

4. Content of Bidding Documents

Services required, bidding procedures and contract terms are prescribed in the Bidding Documents. The Bidding Documents include the following:

- i) Volume-I: Technical Bid (For Cover-A):

Section No.	Description
I	Invitation For Bids (IFB)
II	Instructions To Bidders (ITB)
III	General Conditions Of Contract (GCC)

Signature with stamp/seal of the tenderer

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IV	Special Conditions Of Contract (SCC)
V	Technical Specifications (TS)
VI	Prescribed Formats (PF)
VII	Check List For Technical Bid (CL)

ii) Volume-II Financial Bid/ Bill of Quantities (BOQ)- (For Cover-B).

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 all aspects will be at the Bidder's risk and may result in the rejection of its bid.

5. **Pre-bid meeting & clarification:**

No pre-bid meeting will be held. A prospective bidder requiring any clarification of the bidding document may notify DCI by E-mail only at the DCI's address indicated in the Invitation for Bid (IFB) not later than the date prescribed in IFB. DCI's responses on the bid related queries, if any, will be hosted in DCIL and e-procurement websites as a corrigendum on or before the date prescribed in IFB. Other corrigendums, if any, also shall be hosted in the above said web sites. No Press notification for any amendment/ clarification will be issued. Hence, Bidders are advised to regularly visit DCIL and e-procurement websites to keep themselves updated on the above.

5.a. **Amendment of Bidding Documents by DCIL:**

At any time prior to the deadline for submission of bids, 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 / corrigendum. The amendment / corrigendum will be notified in website for information of all prospective Bidders who have downloaded the Bidding Documents and will be binding on them. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, DCI may, at its discretion, extend the deadline for the submission of bids, if necessary.

C. Preparation of Bids

6. **Documents Comprising the Bid**

- 6.1 The Bids shall be in Two Cover System consisting of
 - i) Technical Bid (Cover A); and
 - ii) Financial Bid / Bill Of Quantities (Cover B)
- 6.2 Following documents, duly filled in and signed, are to be submitted by the bidder vide The "Technical Bid" (Cover A) :
 1. A Bid Form **except** the Price Schedule
 2. A list of works bid for and in hand / being executed as on the date of submission of bid with proof of documents.
 3. Documentary evidence to establish that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - a) Audited balance sheet for the last three years ending with 31st March 2021
 - b) Certificate from Employers for showing Experience of having successfully completed works of similar nature during last 7 years ending July 2021. The certificate should include the following information:
 - i) Brief description of the work
 - ii) Contract amount / rates.
 - iii) Time limit for completion
 - iv) Whether the work has been completed within the stipulated time.
 - v) Whether any liquidated damages have been levied.
 4. Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in along with electronic receipt/ UTR.

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

5. Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of
 - a) e-Payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in along with electronic receipt/ UTR.
 - or**
 - b) Bank Guarantee (copy to be uploaded online. original BG to be submitted to DCI, Regional Office, Kochi within 03 days from the date of tender opening.)
6. Copy of PAN Card
7. Copy of GST Registration certificate.
8. Proof of Registration with Provident Fund Authorities. or exemption certificate / letter as applicable.
9. Power of attorney on Stamp paper (non-judicial) Rs. 100/-, in favour of the person authorized to sign the tender document. (If the tender document is signed by the Owner/proprietor of the firm, then also he shall authorize himself for the same on stamp paper.)
10. 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.
11. Annexures 2,3,4 & 5.
12. Copies of original certificates of registration etc. of the Grab / Back-Hoe dredger proposed to be offered to DCI including copy of the existing insurance policy covering the Grab / Back-Hoe dredger, crew and third party.
13. Copy of clear title of the ownership of the Grab / Back-Hoe dredger. If the tenderer is not the owner of the Grab / Back-Hoe dredger, necessary documents in support of the authorization granted by the owner of the Grab / Back-Hoe dredger to the tenderer to offer and operate the Grab / Back-Hoe dredger by the tenderer. (This authorization shall be executed on a stamp paper duly notarized).
14. Downloaded Tender Document along with all corrigendum/addendum duly signed and stamped on all the pages by tenderer.
15. Integrity Pact as per format.
16. Other documents prescribed in this bid document not mentioned above.

6.3 Price bid (cover II)

The Cover-II, Price bid, containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available on DCI's e-procurement portal. This will be downloaded by the bidder and they shall quote the rates, taxes etc. for the offered item on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bids of the bidder will have no condition and will consist of prices only. Cover -II (Price Bid) of only those tenderers, who are technically qualified, will be opened online on a pre-announced date and time which will be intimated to eligible tenderers in advance. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

7. Digital Signature Certificate (DSC)

Bidders may obtain Digital Signature Certificate from any Certifying Authority authorized by Controller of Certifying Authority (CCA) and which can be traced upto the chain of trust to the Root Certificate of CCA.

8. Declaration

The tenderer in original printed company letterhead has to submit a declaration that Digital Signature Certificate (DSC) holder, who is bidding on-line in this tender, is either the Bidder himself or possesses the authorization from Bidder to bid on behalf of him.

9. Details to be given

The bidder is required to furnish details in his offer as given in Annexure. If no information is applicable against any serial number, please mention – "Not Applicable" and upload scanned copies of all the documents stated therein.

10. Bid Form

The Bidder shall fill in the Bid Form except the Price Schedule furnished in the Bidding Document and submit the same along with the enclosures specified in Clause 6.2 of ITB, all duly signed in the Technical Bid (Cover A).

Signature with stamp/seal of the tenderer

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11. Bid Prices

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 submit in the Financial Bid / Bill Of Quantities (Cover B). The Bidder shall quote his prices only in the financial bid / BOQ. 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 Technical Bid and the Financial Bid / Bill of Quantities should not contain any counter conditions. **Conditional bids are liable for summary rejections.**

12. Bid Currencies

Prices shall be quoted in Indian Rupees.

13. Documents Establishing Bidder's Eligibility and Qualifications

Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to DCI's satisfaction that the Bidder has the technical and financial capability necessary to perform the contract.

14. Earnest Money Deposit (EMD)

14.1 Pursuant to ITB Clause 6, the Bidder shall furnish, the Earnest Money Deposit through NEFT / RTGS/ unconditional, irrevocable Bank Guarantee in favor of "**Dredging Corporation of India Limited**" payable at **Visakhapatnam** from any Scheduled or Nationalized Indian Bank. The same shall be submitted in the Technical Bid (Cover-A). The details of payment along with electronic receipt/ UTR is to be sent by the bidder vide e-mail to DCI HO's e-mail id - '**treasury@dcil.co.in**' and the confirmation mail received from treasury@dcil.co.in alongwith with electronic receipt/ UTR are to be uploaded in Technical Bid (Cover-A).

14.2 The earnest money is required to protect DCI against the risk of Bidder's conduct which would warrant the earnest money forfeiture, pursuant to ITB Clause 14.7. No interest whatsoever may be payable by DCI on EMD.

14.3 The earnest money deposit shall be paid in the form of a NEFT / RTGS or a bank guarantee issued, and shall be valid for thirty (30) days beyond the validity of the bid.

14.4 Any bid not secured in accordance with ITB Clauses 14.1 and 14.3 will be rejected by DCI as non-responsive, pursuant to ITB Clause 25.

14.5 Unsuccessful Bidders' earnest money deposit will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DCI pursuant to ITB Clause 15 without interest.

14.6 The successful Bidder's earnest money deposit will be refunded upon acceptance of the work order and payment of 100% performance security by the bidder to DCI. However, at the option of successful tenderer, the Earnest money deposit paid in the form of a NEFT / RTGS can also be adjusted towards Performance Security and balance amount of 3% of contract value towards performance security has to be furnished / paid by way of NEFT/ BG to DCI. In case EMD is paid through BG, the validity of the BG shall be suitably extended by the bidder on par with the validity of the Performance Security.

14.7

14.8 The earnest money deposit may be forfeited:

(a) if a Bidder:

(i) withdraws his 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 25.2; or

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

(i) to accept the Letter of Acceptance (LOA)/work order or.

(ii) to pay performance security or

(iv) fails to submit contract agreement duly signed and stamped in the prescribed formats within 10 (Ten) days from the date of issue of letter of acceptance or.

(v) Fails to commence the work as per the Letter of Acceptance or Work Order

15. Period of Validity of bids:

Signature with stamp/seal of the tenderer

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- 15.1 The Bidder should keep open the validity of the Bid for 120 (One Hundred and Twenty) days from the date fixed for opening or from the date of opening of Technical Bid whichever is later. It is also obligatory for the Bidder to keep the validity open for another 30 (Thirty) days in case a request in writing or by E-mail by DCI is made before the expiry of the initial validity period of 120 (One Hundred and Twenty) days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Bidder withdraw his bid before validity period, EMD submitted by the Bidder shall be forfeited automatically without prejudice to the other rights of DCI.
- 15.2 In case DCI asks for extension of validity of bid, the earnest money deposit provided under ITB Cl.14 shall also be suitably extended.

16. Format and Signing of Bid:

Proper care shall be taken while entering any value /rate and uploading of the Price Bid/Bill of Quantities

D. Submission of Bids

17. Submission of Documents:

Based on undertaking furnished by the bidder in its Technical Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, DCI, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, DCI reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to DCI on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and DCI reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in DCI for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.

18. User Portal Agreement:

The bidders will have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.

19. Upload of Scanned Documents: -

Bidders are suggested to scan the documents in 100 DPI for maintaining clarity & easy upload. They should check the same regarding such clarity and ensure that legibility is not lost during scanning.

20. Deadline for Submission of Bids

- 20.1 Bids must be submitted as specified under Invitation for Bids (IFB) not later than the time and date specified therein.
- 20.2 In the event of specified date for the submission of bids, being declared a holiday for DCI, the bids will be received up to the appointed time on the next working day.
- 20.3 DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5.a., in which case all rights and obligations of DCI and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 20.4 Late Bids: Any bid not submitted before the deadline for submission will be rejected.

21. Modification and withdrawal of Bids by the bidders:

The Bidder cannot modify or withdraw its bid after submission / opening the technical bids.

E. Opening, scrutiny and Evaluation of Bids

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

22. Opening of Bids by DCI

- 22.1 The Technical Bids (Cover-I) will be opened on the pre-scheduled date and time of tender opening. The Technical Bids will be decrypted on-line and will be opened by the "Bid Openers" with their Digital Signature Certificates. The Bidders may view the bid opening remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the documents submitted by all participating bidders.
- 22.2 Price-Bid (Cover-II) will be opened after evaluation of Cover –I. The Cover-II of only the technically qualified bidders shall be opened for which separate intimation will be given to the technically qualified bidders.
- 22.3 The Price Bid of the technically qualified bidders will be decrypted and opened on the scheduled date and after the pre-scheduled time by the "Bid Openers" with their Digital Signature Certificates. The Bidders may view the Price Bid opening online remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the Price-Bid/BOQ submitted by all shortlisted bidders.

23. Clarification of Bids

For uploading document or any other technical issue while submission of bid please contact by e-mail

Shri. V.Satheesh Chander Rao
Deputy General Manger (IT),
Dredging Corporation of India limited,
Dredge house,
HB Colony Main Road
Visakhapatnam – 530022,
Mobile : 9676112224,
e-mail : satishv@dcil.co.in

For Tender related enquiry please contact following person.

Mr. K. Ashish, Asst. Manager (Survey)
Ph: :+91 8497922342
Email: pomangalore@dcil.co.in

24. Preliminary Examination

- 24.1 DCI will examine the Technical Bids to determine whether they are complete, whether required earnest money deposit have been remitted, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 The bid which meets all the bid requirements is a responsive bid.
- 24.3 The bid, which is prima-facie responsive but contain some minor omissions/missing points is a substantially responsive bid and shall be processed further for rectifying the minor deficiencies.
- 24.4 For a substantially responsive bid, DCI may waive any minor informality in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.5 The bid, which does not conform to all the essential and mandatory requirements and/or contains reservations with reference to the critical and essential terms and conditions of the bid, is a non-responsive bid.
- 24.6 If a bid is not a substantially responsive or if it is a non-responsive, it will be rejected by DCI, not considered for evaluation and shall not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids

- 25.1 The Cover B containing the Financial Bid / Bill Of Quantities of only those bidders who have been qualified in the Technical Bid, will be opened at a later date. The date and time of opening of Cover B - Financial Bid/ Bill of Quantities shall be informed to the technically qualified bidders and will be opened online.
- 25.2 **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 Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

Signature with stamp/seal of the tenderer

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26. Shortfall of Documents/ Evaluation and Comparison of Bids

DCI may ask for shortfall documents during the evaluation of the bids. These documents shall not be necessarily relating to submission of Tender Cost/EMD etc, communication from DCI regarding documents and the response from the bidder shall be in writing and no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with the employer/evaluator or submission of any additional documents, not specifically asked for by the employer/evaluator, will be allowed and even if submitted, they will not be considered by the employer/evaluator. These documents are to be uploaded within the specified time period as mentioned in email from DCI. The above documents will be specified on-line under the link – “Upload Shortfall Document/Information”, by evaluator after scrutiny of bids after opening of Technical (Cover –I) , indicating the start date and end date giving sufficient time for online submission by bidder. The bidders will get this information on their personalized dashboard under “Upload Shortfall Document/Information” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload/re-upload the documents as required by DCI within the specified period and no additional time will be allowed for on-line submission of documents. In case the requested documents are not uploaded within the specified period, then the offer will be evaluated in accordance with NIT terms and conditions based on the documents already submitted at the time of bid opening.

27. Verification: -

DCI reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis. No separate communication by courier/speed post/ registered post/ post will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time.

28. Prices:

Prices should be quoted in the BOQ (excel sheet) available in the portal. Apart from other conditions stated elsewhere in this document, the following are to be carefully read before quoting.

- i. Rates should be valid for entire period of contract. No enhancement will be given during the interim period for whatsoever reason.
- ii. Rates are to be quoted strictly as per the format given.
- iii. Rates must include all taxes as applicable; except for GST which shall be payable extra as applicable.
- iv. The rates quoted are all inclusive. No separate reimbursement is allowed.
- v. Computational 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 the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and total price shall be corrected.
- vi. The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer may not be considered. No deviation of the terms and conditions of the tender document is acceptable. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection.
- vii. Information/documents are to be furnished serial wise as per the respective annexures of the NIT. If no information or document is applicable against any serial number, please mention – Not Applicable.
- viii. All notices to the bidders shall be sent by e-mail only during the process of finalization of tender by DCI as well as e-procurement portal. Hence Bidders are requested to indicate their valid corporate e-mail- id and mobile no. of authorized representative at Vendor registration form for communications through e- mails / SMS alerts (if any).

Signature with stamp/seal of the tenderer

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- ix. Quantity mentioned in BOQ is indicative only and payment will be made on actual quantity dredged as certified by DCI/NMPT/Third party of NMPT.

29. Contacting the Dredging Corporation of India Ltd. (DCI)

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

30. Post Qualification

- 30.1 In the absence of pre-qualification, 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 Technical Bid.
- 30.2 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 DCI deems necessary and appropriate.

31. Inspection of Grab Dredger/Back Hoe:

- 31.1 DCI, at its discretion, will seek for inspection of the offered Grab Dredger/Back Hoe Dredger at a mutually convenient place & date where the crafts are available. The bidder shall arrange for inspection and trial run of the Grab dredger/ Back Hoe Dredger (as offered in the tender) along with relevant documents by a committee or the nominated representative(s) of DCI Ltd., at the contractor's cost as and when asked by DCIL and all related expenses of making the vessels ready for inspection are to be borne by the contractor.
- 31.2 The bidders having only technically qualified / approved Grab dredger/ Back Hoe Dredger shall be considered for opening the price bid.
- 31.3 The decisions of the Regional General Manager/Chief Project Manager, DCIL, Regional Office, Kochi about the inspection, suitability of the Grab dredger/ Back Hoe Dredger will be final.
- 31.4 The Corporation has the right to reject the Grab dredger/ Back Hoe Dredger supplied by the Contractor, if the same are not meeting the requirement of Project Office DCIL Mangalore, Karnataka.
- 31.5 During inspection, Grab dredger/ Back Hoe Dredger shall have all valid certificates in original, LSA/FFA equipments as per approved plans/drawings, competent crew as per requirements, including the valid insurance for the Grab dredger/ Back Hoe Dredger complying all rules pertaining to labour and PF authorities.
- 31.6 DCI reserves its right to inspect the Grab dredger/ Back Hoe Dredger and seek any other details / documents to ascertain the competence of the tenderer. DCI' Committee appointed to inspect the crafts will decide suitability of the craft and its crew as per tender conditions. As per Committee report if the Grab dredger/ Back Hoe Dredger is not suitable for intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.

F. Award of Contract

32. Award Criteria:

- 32.1 DCI will award the contract to the bidder who has quoted against all items of the BOQ, whose bid has been determined to be the lowest evaluated bid, by quoting the lowest total. However, the bid in which any item(s) of the BOQ was not quoted, will be evaluated by loading the highest quoted value. Hence bidders are requested to quote for all items of the BOQ without fail.
- 32.2 Upon finalization of the bids and arriving at L1 bidder, DCIL shall issue Letter of Acceptance (LOA) to the successful bidder and contractor should execute the agreement as well as Performance Security.
- 32.3 Work Order for commencement of work shall be issued to the successful bidder upon receipt of Performance Security & signing contract agreement.

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33. Right to Vary Period of Contract at Time of Award:

The contract period shall be 90 days in one year from the date of commencement of work. DCI reserves right regarding giving extension, deciding period of extension, curtailment of the contract period and DCIL's decision in the matter will be final.

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

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 or incurring any liability whatsoever.

35. Notification of Award

Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing through "Letter Of Acceptance (LOA)" through e- mail, that its bid has been accepted. The notification of the award will constitute the formation of the Contract.

36. Corrupt or Fraudulent Practices

- 36.1 DCI requires that the Bidders/Contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, DCI
- 36.2 defines, the terms set forth below as follows:
- 36.3 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process or in contract execution; and
- 36.4 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive DCI of the benefits of free and open competition,
- 36.5 DCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 36.6 DCI will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.

37. General

- 37.1 Bid Documents are not transferable.
- 37.2 The Bidder shall produce documentary evidence for the technical data included in the bid, as far as possible.
- 37.3 All Signatures in the Document shall be dated.
- 37.4 All certificates / documents to be submitted along with technical bid should be valid.
- 37.5 Canvassing in connection with this bid is strictly prohibited and the bids submitted by the Bidders who resort to canvassing will be liable for rejection.
- 37.6 All correspondence during execution of the contract must be made with the Project Manager, Project Office, DCI, Mangalore, Karnataka.

38. Performance Security

- 38.1 Within Five (05) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security for each work contract value to EMPLOYER for the amount specified in the Special Conditions of Contract.
- 38.2 The proceeds of the Performance Security shall be payable to the EMPLOYER as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 38.3 A sum equal to 3% of each of the work contract value as indicated in work order (As per MOF Memorandum No. F/9/4/2020-PPD dated.12-11-2020) shall be deposited by the contractor by e-payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Pro - forma at Annexure enclosed. Bank Guarantee shall be valid till the completion of the contract including extended period if any plus 60 days thereafter. In case if any increase in value

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- of the contract during the currency of contract, additional bank guarantee for the same shall be submitted by the party.
- 38.4 At the option of contractor, EMD can be converted as part of Performance Security and balance performance security shall be submitted in the form of BG/e- payment to DCIL, Canara Bank as per account details given.
- 38.5 In case the contract is further extended by giving additional quantity, sum equal to 3% of the contract value for the extended period of contract shall be deposited within 05 days after receiving a letter of extension of contract from EMPLOYER. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager. If Bank Guarantee is submitted against Performance Security, it should be valid till the completion of the contract including extended period if any plus 60 days thereafter. In case if any increase in value of the contract during the currency of contract, additional bank guarantee for the same shall be submitted by the party.
- 38.6 Before releasing the performance security, after the work is completed, the contractor is required to submit a "No dues and no claims" to DCI and the contractor shall not be entitled to invoke arbitration in respect of any claim that is not raised before the issue of a no claim and no dues certificate.
- 38.7 The performance security will be discharged by the EMPLOYER and returned to the Contractor not later than Sixty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

39. Maintaining Occupational health, Safety, Security, Quality, Environment and other codes / standards as per ISO 45001:2018, ISM, ISPS, ISO 9001:2015 and ISO 14001:2015:

DCI has been implementing Occupational Health & Safety as per ISO 45001: 2018 of ISO on vessels and shore offices, maintaining International Safety Management (ISM) Code and International Ship and Port facility Security (ISPS) Codes prescribed by International Maritime Organization (IMO) and administered by Director General of Shipping (DGS) on board it's vessels and Integrated Management System comprising of Quality Management System (in accordance with ISO 9001: 2015) and Environmental Management System (in accordance with ISO 14001: 2015) on board vessels as well as in shore offices / activities. The services provided by the bidder should ensure compliance to the above codes/ standards.

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SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application & Definitions of the terms

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

- i) Bidder : Means the person or persons, firm or company who bids for the work.
- ii) Contractor: Means the person or persons, firm or company whose bid/offer has been accepted and also fulfilled contractual obligations viz., executing Agreement, Integrity pact etc.
- iii) Engineer: Authority nominated as such by DCIL for this contract.
- iv) Project In- Charge: Means DCIL's officer authorized as In-charge of the project.
- v) Contract agreement: the agreement entered into between 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. Tender notice, complete tender document, LOA, work order, agreement, correspondence exchanged before the issue of work order by which the Conditions of Contract are amended, varied or modified in any way by mutual consent will form part of the Contract.
- vi) Singular includes plural and vice-verse and masculine includes feminine and vice-verse where the context so requires.

2. Standards

The services provided under this contract shall conform to the Standards applicable to the services to be rendered as per the scope of work.

3. The Contract & General Obligations of Contractor:

3.1 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 Contractors, servants, or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his Contractors, 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 labors on a "Piece rate" basis shall not be deemed to be subletting under this clause.

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

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

The Contractor shall indemnify DCI against all claims, demands, actions and proceedings and all costs arising there from on account of:

- i) 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.
- ii) Pollution of waterway and damage caused to river, lock, sea-wall or other structures related to waterway, in transportation used by the contractor.
- iii) Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- iv) 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.

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- v) Damage / injury caused to waterway and bridge on account of the movement of Contractor's vessels, plants and materials in connection with the work.
- vi) The Contractor has to follow all safety regulations while carrying men / materials / laundry/ gas cylinder or any other material / equipment required for repairs if any or any other service.
- vii) By submission of online tender by the tenderer DCI shall be deemed to have been indemnified and kept indemnified by the tenderer against all such claims.

3.4 Contractor's Quoted Rates / Prices must be All Inclusive (excluding GST)

Clause 28 of Instructions to Bidders (ITB) refers.

3.5 Bidder not to publish Photograph Particulars of Work

The Bidder and his sub-Bidder or their Bidders and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works.

3.6 Work to Cause Minimum Possible Hindrance to Traffic Movement

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

4. Performance security:

Clause 32 and 38 of Instructions to Bidders (ITB) refers.

5. Insurance

- 5.1 The contractor shall without limiting his or DCI obligations and responsibilities insure in the joint names of the contractor and DCI:
- 5.2 The contractor equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.
- 5.3 Against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance).
- 5.4 Against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen).
- 5.5 The Grab / Back-Hoe dredger shall have adequate/required number of life jackets, safety devices, fenders, anchors etc.
- 5.6 The Contractor shall insure dredger and other Supporting crafts/equipment deployed for the work against normal marine risks. The dredger should also have P & I or such cover which shall include salvage of said dredger incase she is sunk within the Port Limits and is required to be salvaged by the Port. All Salvage efforts would be hired by the vendor itself and clear the channel with two months of the accident.
- 5.7 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 in effect.
- 5.8 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.
- 5.9 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to DCI, then and in any such case 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 to become to the contractor or recover the same as a debt due from the contractor.
- 5.10 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. By submission of online tender by the tenderer DCI shall be deemed to have been indemnified and kept indemnified by the tenderer against all such claims.

6. Payment

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- 6.1 The Contractor's request(s) for payment shall be made to the DCI Project Manager, Mangalore in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 6.2 The Bill for Services rendered/ payment will be on monthly basis upon prompt submission of GST invoices timely and with all the necessary supporting documents. Delayed invoices and the invoices submitted without necessary supporting documents shall not be considered and be returned back to the contractor.
- 6.3 No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
- 6.4 All the payment will be done by Project Office Mangalore/DCI, HO, Vizag to the contractor at the quoted/Negotiated rates for the quantities as certified and paid by NMPT to DCI within (45) forty-five days after receipt of such payment from NMPT. No interest will be paid in case of delay in payments & also DCI will not be liable for delayed payments if any for reasons whatsoever.
- 6.5 The log book is to be maintained by the contractor and it is to be certified by DCI representative on daily basis for processing of the payment.
- 6.6 Provident Fund and other recoveries of the crew/workers and payment wage slip must be attached to the Bill/invoice.
- 6.7 Payment shall be made through RTGS / NEFT from our Head Office, Visakhapatnam. to the bank account, as provided by the bidder in the tender. DCI will not be responsible for non-receipt of payment due to incorrect bank account details provided by the tenderer in tender.
- 6.8 GST will be paid / reimbursed at actual, subject to actual payment made by the party to the Government authorities. GSTR1 for each bill should be filed on a monthly basis and when the same will appear in our GSTR2A portal, payment against the invoice shall be released.
- 6.9 Credit notes necessary, if any, towards withdrawal of excess claim found upon scrutiny of invoice by Project Manager, DCI Mangalore should be submitted by the contractor promptly without delay. Once the invoice with credit note is submitted, no request for reversing for any reason can be entertained.

7. Prices:

Prices charged by the Bidder for Services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid.

8. Contract Agreement:

Within 10 (Ten) days from the date of issue of Letter of Acceptance, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on non-judicial Rs.100/- stamp paper 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. Failure of the successful Bidder to execute contract agreement shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

8a. Interpretation of Contract Document

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

8b. Contract Amendments

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

9. Delays in the Bidder's Performance

The performance of Services shall be made by the Bidder in accordance with the time schedule allowed by DCI.

9a. Liquidated Damages:

In case of any delay/non-performance of the contract at a project within the specified Period, liquidated damages @ 1 % per week or pro-rata up to a maximum of 10% of the contract value for the project shall be levied on the Contractor by DCI. Once the LD reach

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10% of the contract value of the project, DCIL shall terminate the Contract pursuant to GCC Clause 10.

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10. Termination for Default

10.1 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 for the reasons attributed such as:

- i) if the Contractor fails to provide the service within the time schedule given on each occasion, or within any extension thereof granted by DCI;
or
- ii) if the Contractor fails to submit Performance Security or execute Contract agreement as per the conditions of bid,
or
- iii) if the Contractor fails to perform any other obligation(s) under the Contract. ;
or
- iv) if the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practice in pursuant with Cl. No.36 of ITB in executing the Contract.

10.2 In the event DCI terminates the Contract in whole or in part, pursuant to GCC Clause 10.1, 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 DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

10a. Force Majeure

- i) Notwithstanding the provisions of GCC Clauses 9 and 9a, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii) 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 etc.
- iii) 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.

11. Termination for Insolvency

In the event Contractor is adjudged bankrupt, DCI shall 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 DCI.

12. Termination for Convenience

The DCI may, by written notice sent to the Contractor, terminate the Contract within 7 days from notice period, in whole or in part. The notice of termination will 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.

13. Settlement of Disputes/ Arbitration Clause:

- 13.1 In case of dispute between DCI and the contractor for contract up to Rs.10 Crores, the issue will be referred to Chief General Manager (CGM), Dredging Corporation of India Limited and the decision of CGM, shall be final, conclusive and binding on all the parties and the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out

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or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of CGM.

- 13.2 Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a sole Arbitrator, as per the provisions of the Arbitration and Conciliation Act 1996 and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act 1996.
- 13.3 The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or reenactment thereof. The venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

14. **Applicable Law**

The Contract shall be interpreted in accordance with the laws of India. All statutory requirements applicable to this contract shall be applicable to both DCIL and the bidders as per the applicability.

15. **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 Employees Compensation Act, Contract Labor (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Minimum Wages Act, 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 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, DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, 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 DCI is required or called upon to pay or reimburse on behalf of the Contractor.

Wages will be paid by the contractor to the workmen, directly without intervention of any jamadars or chowkidars and that the contractor will ensure that no amount by way of commission or otherwise is deducted or recovered by the jamadars from the wages of the workmen. The contractor will also strictly comply with the various provisions of the labour welfare statutes like:

- i) Contract Labour (Regulation and Abolition Act), 1970.
- ii) Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
- iii) Industrial Dispute Act, 1947.
- iv) Payment of Gratuity Act, 1972.
- v) Equal Remuneration Act, 1976.
- vi) Employees Provident Fund and Misc. Provisions Act, 1952.
- vii) Minimum Wages Act, 1948.
- viii) ESI Act, 1948 and
- ix) Laws applicable to women, wherever applicable and any other relevant statutes, together with the amendments, thereon. The contractor shall maintain various registers as required under the statutes and produce to the officer of the

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Corporation nominated for the purpose, every month/as and when required for verification. No child labour should be engaged.

All liabilities such as compensation under Employee's Compensation Act, PF Act and other acts rules and regulations of the Govt. prevailing and as amended from time to time will be to the tenderer's account and the tenderer must indemnify the DCI against such liabilities. By submission of online tender by the tenderer DCI shall be deemed to have been indemnified and kept indemnified by the tenderer against all such claims.

16. Taxes and Duties

The Contractor shall pay all taxes including GST, levies, duties, etc. which he 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 bid in respect of or in accordance with the execution of contract and DCI will in no way be liable.

17. Income Tax Deduction:

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

18. Employment of Relatives:

The Bidder shall enclose a certificate in the prescribed format (Declaration-1) that "he 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 Ports Shipping and waterways, Government of India". The Bidder shall also furnish a declaration along with his bid enclosing the names of the relatives who are employed in DCI.

18a. Undertaking certificate

The bidder shall enclose a certificate in the prescribed format (Declaration-2) that he 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 under the Prevention of Corruption Act in connection with the bid.

18b. Litigation certificate

The bidder shall enclose a certificate in the prescribed format (Declaration-3) that they did not have any current litigation with any party/firms. If he/she is in current litigation with any party/firms, the bidder shall enclose the same along with this bid

18c. Vendor registration form:

The bidder shall enclose their details viz., PAN, GST no. Bank account no. etc. in the prescribed format (Declaration-4) viz., for vendor registration form.

18d. Notices:

Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by e-mail. The address and email id of the bidder for this purpose is as given in the Vendor Registration Form. The address and email id of DCI is as given in the Invitation for Bid.

19. Debarring or Blacklisting:

In the event of failure or breach of the contractual obligations, the contractor/firm may be debarred or blacklisted as the case warrants and prevented from participating in future bids of DCI for a specified period as decided by the competent authority.

20. Notice to Contractor:

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand or by email to the e-mail address given in the bid /letter to the Contractor's Site Office or to the address as appearing in the bid submitted. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch or date of e-mail.

21. Site clearance on completion of contract:

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On completion of the work the contractor shall clear away the Grab dredger/Back Hoe Dredger ancillary equipment, other plants, materials, temporary works of every kind etc. from the port. The contractor shall remove any plant (floating or otherwise) belonging to him or any person employed by him. In case of sinking of any vessel/craft or plant the same shall also be removed and cleared immediately by the contractor and till then the contractor shall set on such buoys and display at night such lights and do all such things for the safe navigation as may be required by DCI and its customers. In the event of the contractor not carrying out the obligation imposed upon him by this clause, NMPT/DCI may raise and remove the same and the contractor shall pay to DCI all costs incurred in connection there with. The fact that the sunken vessel /craft or plant is insured or has been declared a total loss, shall not absolve the contractor from his obligation under this clause to raise or remove the same.

22. Daily Progress reports (DPRs):

Daily Dredging Reports shall be maintained on board dredger duly signed by the representative of the client. Master of the dredger and representative of DCI and the Contractor shall submit to DCI Daily Dredging Report in duplicate on the following day before noon.

23. Provide and maintain a suitable office:

The contractor shall provide and maintain a suitable office at the Port where Survey is being undertaken to which DCI may send communications and instructions. A suitable officer shall be posted for liaison with DCI and its customers to receive on behalf of the contractor any directions, instructions or other notices from DCI and its customer. DCI shall be at liberty to object and require the contractor to remove forthwith from the works any person including Master of survey launch and dinghy boat.

24. Health and sanitation:

The contractor shall comply with all statutory requirements in respect of the health and sanitation of his employee.

25. Maintaining secrecy:

The contract involves an obligation of secrecy and the contractor, his agents, servants etc., shall observe and comply with the requirements of the Indian Official Secrets Act 1923, and the rules there under or any statutory modifications or reenactments thereof. Any breach of this clause shall constitute a breach of the contract. The contractor shall not disclose to anybody except DCI / its customer the details of drawings and sounding charts prepared by him. No photographs of the Port area shall be taken or permitted by the contractor to be taken by any of his employees.

26. Recoveries:

On post-check of any bill, if any sum is found to be recoverable from the contractor the same shall be recovered from any sum due to the contractor against any bill of the contractor or from his security deposit and or from any other contract with corporation and/or demand.

27. Integrity pact

The Integrity Pact has been included to this subject Tender and to be submitted on company letter head duly signed & stamped (before award of contract), and to be signed & stamped on Rs.100/- non-judicial stamp paper (After award of contract) in 02 (two) sets (in originals) as per the Form 10. This Integrity Pact will form part of the Tender Document.

28. Limitation of Liability

Except as provided in this Tender/Contractual conditions or except in cases of negligence or willful misconduct, the Contractor shall not be liable to 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.

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

29. 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.

30. All disputes arising out of or under this contract will be subject to the jurisdiction of court at VISAKHAPATNAM only.

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

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), is having its Head Office at Visakhapatnam, Andhra Pradesh and its Project Offices at different Ports. DCI is deploying its Trailer Suction Hopper Dredger for carrying out maintenance dredging at New Mangalore Port Trust, Mangalore for the year 2021-22 & . The Grab / Back-Hoe Dredger having suitable capacity with guaranteed quantity output of average 700 cum (in-situ) per day of 24 hrs operation is required to carry out maintenance dredging alongside/in front of berths and approaches etc wherever maneuverability of trailer suction hopper dredger has been restricted due to safety of dredger and hydraulic structures of NMPT.
- 1.2 The dredged material comprising of sand, silt deposits of spillage of iron ore/mines, fallen wooden logs, tyres, fenders, boulders, rock/concrete pieces, debris, steel plates, chains, wire ropes, cement bags, tarpaulins, etc. to be dredged by Grab / Back-Hoe Dredger without damaging the existing structures, fenders etc. and dumped at deeper areas away from berth face with a uniform spread obviating formation of patches/pinnacles. The dumped material shall be dredged / cleared by trailer suction hopper dredgers periodically and total quantity to be dredged about 52,000 cum (in-situ) approximately for which it is proposed to hire one number suitable Grab / Back-Hoe Dredger for the support services during the tenure of dredging work.
- 1.3 Patches/pinnacles are found while carrying out joint survey same is required to be removed by hired Grab / Back-Hoe or Clamshell dredger
- 1.4 Heavy materials such as wooden logs, tyres, fenders, boulders, rock / concrete pieces, steel plates, chains, wire ropes, cement bags, tarpaulins etc to be dumped on the jetty.
- 1.5 Advanced information shall be provided to Grab / Back-Hoe Dredger before commencement of dredging operations of each load by Master of Trailer suction hopper dredger, accordingly dredger has to be shifted in safer place. The Grab / Back-Hoe dredger will be repositioned to the previous location after completion of dredging operations of TSHD and confirmation from Master of dredger.
- 1.6 Advanced information shall also be provided to Grab / Back-Hoe Dredger by New Mangalore Port Trust, Mangalore before berthing and un-berthing of Ships or any other related movement etc, accordingly dredger has to be shifted in safer place and repositioned after completion of berthing, un-berthing of ships or any other related movement after confirmation from New Mangalore Port Trust, Mangalore/Signal station of NMPT.
- 1.7 Working hours includes shifting, positioning and operations of Grab / Back-Hoe Dredger.
- 1.8 Idle time is counted from the time of instruction issued by DCIL to shift the Grab / Back-Hoe dredger from the dredging ground to anchorage or safe location till further instructions of DCIL to resume the dredging operations. The idle period/time is reckoned from the time/date of heave anchor at dredging ground till heave of anchor at the anchorage/safe location.
- 1.9 The Grab / Back-Hoe Dredger shall be deployed different areas within the scope of work in order to avoid idleness of dredger.
- 1.10 Dredging operation is to be carried out alongside/in front of berth (0 to 7 mtrs) whenever the berth is vacant without affecting the port operations from the existing level to designed depth of specified area.
- 1.11 In the case of dumb Grab / Back-Hoe Dredger, suitable capacity of Tugs should be standby throughout the contract period to shift/reposition the dredger as soon as the instructions received from DCIL/NMPT.
- 1.12 The designed depth to be achieved is varying from (-) 8.0 meters to (-) 15.10 meters with reference to Chart Datum (CD). The details are given in tabular column;

Sl.No	Description of area	Designed Depth
01	Berth No-1	(-) 8.00 mCD
02	In front of Berth No-1 upto Centre Line of O.A.C	(-) 8.00 mCD
03	Berth No-2	(-) 12.00 mCD

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04	Berth No-3	(-) 11.00 mCD
05	Berth No-4 to 7 in the ODA & 14 (E)	(-) 10.50 mCD
06	Berth No-8 & 12	(-) 14.00 mCD
07	Berth No-9	(-) 12.50 mCD
08	Berth No-14(W), 15, 16,10,11 & 13	(-) 15.10 mCD

- 1.13 Initial contract period is 90 (Ninety) days approximately from the date of commencement of dredging and extendable or may be curtailed as per requirement of DCIL/NMPT. The rates are to be quoted in the attached BOQ format.
- 1.14 The successful tenderer on receipt of work order shall provide one number suitable Grab / Back-Hoe Dredger with operators and helpers immediately at the specified place inside New Mangalore Port, Mangalore as per instructions.
- 1.15 The Grab / Back-Hoe dredger should be available round the clock with operators, helpers and suitable Tugs at site. The entrusted work has to be carried out as per instructions of DCI Project Manager/ Site-In- Charge/any authorized representative without loss of time.
- 1.16 The estimated quantity of Dredging in each year is about 52,000 Cum. (approximately) $\pm 20\%$. The dredging work for the year is required to be commenced within 14 (Fourteen) days from the date of receipt of LOA and should be completed in all respects within 90 days from the date of commencement of work.
- 1.17 The quantity given in the schedule is only indicative and may increase or decrease, however payment will be made for the actual work done (In-situ quantity dredged) certified by the Project Manager /Site-in-charge/ any authorized representative of DCI.
- 1.18 Throughout the contract period, the contractor shall ensure that the work is carried out without causing any obstruction to or interference with the normal traffic in the harbour.
- 1.19 Care and precaution shall be taken to see that the dredged material discharged openly is dispersed and spread evenly to ensure non-piling up of material and the same does not flow back towards the jetty frontage and cause siltation.
- 1.20 Contractor can visit site if required and ascertain site condition and before quoting.
- 1.21 In case the Dredger is hired by the tenderer, the period of hire should be on par with the period of contract and an agreement to that effect signed by the owner on stamp paper duly notarized should be produced along with the tender.
- 1.22 The Tenderer should submit the Technical specifications of the Dredger and equipment proposed to be deployed for the subject work in the technical bid.
- 1.23 The Tenderer is deemed to have inspected the areas of dredging and have complete knowledge before tendering. The Contractor shall satisfy himself with the sea bed conditions and no claim will be entertained on the ground that the material to be dredged is different. For any soil investigation the contractor to make its own arrangements. The Tenderer shall inspect the area of work at his own cost and thoroughly acquaint himself with the site conditions. All the costs for execution of the works deemed to have been included in the Tender and no claim whatsoever in this regard shall be entertained. The channel has been constantly maintained by dredging and no adverse physical condition is envisaged.
- 1.24 The Tenderer shall mobilize the Dredger, equipment in operational condition and crew of the dredger within 14 (Fourteen) days from the date of receipt of the LOA. The dredging to be commenced immediately and carried out following the scope of work and as per the instructions of DCI Representative.
- 1.25 Tyres fenders, pp ropes, metal plates/rods, plank sheets/debris, shall not be considered as under water debris/obstruction. During the course of dredging if the dredger encounters about materials as a result of which the dredger is damaged, DCI shall be held blameless and any cost incurred will be the account of the contractor.
- 1.26 Before Mobilization of the Dredger and commencement of the dredging, and within 14 days from the date of receipt of LOA the Tenderer shall submit his programme of work and the Details of equipment proposed to be utilized for the dredging for the acceptance of DCI.
- 1.27 The tenderer shall arrange for inspection and trial run of the proposed Dredger along with relevant documents by the appointed committee of DCI at his cost as and when asked by DCI and all other related expenses shall be borne by the tenderer. The place where the Dredger is stationed is also to be indicated in the tender for inspection. The tenderers having only such technically qualified dredger shall be considered for opening of price bid.
- 1.28 The necessary Boat shall be provided by the Contractor to transport the men and material of Dredger from shore to Dredger and dredger to shore for shifting of the pipeline equipment at his own cost.

Signature with stamp/seal of the tenderer

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- 1.29 The contractor should provide suitable Boat for inspection of the Dredging site by DCI and NMPT representative as and when required.
- 1.30 In case of breakdown of the Dredger for more than three days, the Contractor shall arrange suitable substitute Dredger for dredging works. No separate Mobilization will be made for such Dredger or its ancillaries/equipments during break down period.
- 1.31 The Contractor shall install suitable communication system for proper communication with DCI Project Office, NMPT Authorities and also with Port control. For installation and usage of communication system, Contractor shall obtain necessary license and permission from statutory authorities concerned at his own cost if required.
- 1.32 The tenderer shall make their own arrangements for establishing office on shore with all amenities at his cost.
- 1.33 Daily Dredging Reports shall be maintained on board dredger duly signed by the representative of DCI. Master of the dredger and representative of DCI and the Contractor shall submit to DCI Daily Dredging Report in duplicate on the following day before noon.
- 1.34 The Dredger must have all necessary LSA, FFA, etc as per applicable governing Rules, laws etc.
- 1.35 All the required statutory certificates must remain valid throughout the entire period of contract, including extension period, if any.
- 1.36 The crew provided for manning the Grab / Back-Hoe dredger should be qualified, experienced and competent to operate the dredger.
- 1.37 In case Grab / Back-Hoe dredger is not able to tackle the work to the satisfaction of DCI/NMPT, then contractor has to mobilize additional/substitute Grab / Back-Hoe/suitable equipment without any additional mobilization.
- 1.39 **Mobilization & De-mobilization**
- a) The dredger along with ancillary equipments has to be mobilized & the work shall commence within 14 (Fourteen) days from the date of issue of LOA.
 - b) The De-mobilization of the dredger will be made after the completion of the entire work within 15 days from the date the dredger and equipments are De-mobilized from the site and the site cleared of all obstructions. Certificate will be given on completion of work and a letter for de-mobilization will be issued.
 - c) As the subject work is maintenance in nature, so No-underwater obstruction certificate required/will be issued.
 - d) DCI shall not be liable for any delay in mobilization/de-mobilization of dredger/equipments, etc due to delay/non-receipt of permissions from port/customs, etc and claims/compensations will not be entertained from the contractor.
- 1.40 **Soundings and Charts:**
- a) Survey will be carried out by DCI/NMPT before commencement of dredging and immediately on completion of dredging.
 - b) On handing over the dredging area, soundings will be taken with Echo sounder.
 - c) For the purpose of assessing the progress of dredging, soundings will be taken by Echo-sounder as deemed necessary at regular intervals by the contractor.
 - d) Soundings will be taken by Echo-sounder at the end of every fortnight to assess the quantity dredged and bill surveys shall be carried out on completion of dredging at each Zone.
 - e) Soundings will be taken by Echo sounder on completion of dredging at the site for calculating the quantity dredged for the final bill.
 - i. However, DCI will not responsible for the siltation taking place in the dredging area during the period of Dredging at a place from where DCI TSHD Dredger cannot pickup. In the above case contractor has to make his own arrangements to clear the same at his own cost.
2. **Water, Fuel and other consumables for Dredger.**
- i. Water: The Contractor shall have to make his own arrangement for fresh water at his own cost. However, if available our client shall endeavor to supply water by shore connections. If supplied by our client the contractor has to pay for such supplies at the rates indicated by the client.
 - ii. Fuels, Oils and other consumables required for the dredger shall be arranged by the contractor at his cost.

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TENDER DOCUMENT

iii. Electricity / power supply on payment of rates fixed by client, if available.

3. Berthing Facility for Maintenance.

The contractor shall have to arrange for the berthing facility for the dredger. The client may provide the contractor, the berthing facilities on payment of normal charges as levied by the NMPT in case of availability. No compensation shall be paid to the Contractor by DCI for the time utilized for envisaged routine maintenance and special repairs due to breakdown etc., of his dredger(s), other crafts, equipment of dredger and pipeline, etc.

4. Port Dues.

All Port dues including Pilot age, Tug, Berth hire charges etc. shall be to the account of the contractor.

5. Idle time charges.

Idle time charges are not payable for any circumstances and contractor cannot claim for any compensation whatsoever.

6. Quoted rates.

The rate quoted in the tender shall be with due consideration to the method of measurement specified in the contract. All prices are to apply equally to the works to be executed in difficult or easy situations and no claim shall be made, entertained or considered as to the proportions of the work actually falling into these categories.

The bidder is advised to consider 20% variation and same shall be carried out within the stipulated period of 90 days at the quoted/accepted rates.

7. Loss or damage due to Crafts/ personnel.

The contractor shall be responsible for any damage to Crafts / Plants / Equipment of DCI or Clients and for any injury / accident to any of the personnel of DCI or its clients deployed directly for the work. The contractor shall keep DCI and its clients indemnified against all such damages and injuries / accidents and also the claims thereof.

8. Navigational channel to be kept free

Throughout the contract period, the contractor shall ensure that the work is carried out without causing any obstruction to or interference with the normal traffic in the area. The contractor's craft and personnel shall at all times adhere to the established rules of DCI and Clients and comply with any direction in respect of navigation in the Harbour that may be issued from time to time. The contractor shall also conform in every way in respect of marking and lighting any structure, craft or equipment, pipeline deployed in the execution of contract to maintain the channel for navigation during entire period of contract irrespective of the time/period during which the dredging operations have to be carried out. Data regarding shipping movement can be obtained from NMPT by contractor.

9. Working time.

The contractor is free to work throughout the day and night and even on holidays.

10. Return of labour

The Contractor shall deliver to the DCI a return in detail in such form and at such intervals as may be prescribed showing the staff on board the dredger and the Names with age of the other staff from time to time employed by the Contractor ashore. Throughout the contract it is preferred to deploy same crew and labour by contractor.

11. Extension of Time

Suitable extension of time for completion of work/additional work may be granted if NMPT permits. The decision of NMPT/DCI in this regard shall be final.

12. Quantity to be dredged:

Pursuant to clause no 1.15 of SCC, The quantity to be dredged as mentioned under scope of work is tentative only and can vary $\pm 20\%$; however actual dredged quantity is calculated from pre, progressive & post-dredge surveys of NMPT/DCI.

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

13. Failure of the Contractor (Risk & Cost)

If the contractor abandons the contract or fails to commence the work without valid reasons or is unable to maintain sufficient progress as per the agreed programme, or no replacement of vessel is made by the contractor for vessel under break down within reasonable time and project completion gets delayed or there is failure of the contractor to maintain sufficient draft in the channel, ship movement in the channel, is hampered, or loss or damage is suffered by DCI or its Clients, DCI may give 7 days notice to rectify the works. If the rectification of said work is not taken care of as per terms and conditions of contract to the satisfaction of DCI/client, the balance work shall be carried out at the risk and cost of the contractor. In this regard the total expenditure incurred will be deducted from the bills /balance amounts due to the contractor. If the total expenditure is more than the bills/balance amounts due to the contractor, then after adjustment from the bills/balance amounts due, the remaining is to be borne by the contractor and will be recovered from the contractor as debt due.

14. Foreclosure of the contract

If at any time after award of the contract, DCI for any reason whatsoever does not require the whole or any part of the work to be carried out, DCI shall give 03 calendar days notice in writing (email/letter/any other written mode) to that effect to the contractor. The contractor shall not have any claim for compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of such work. The contractor shall be paid charges at contract rate for the works executed.

15. Provident Fund Contributions:

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

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

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

of labour component value from the bill and remit the amount to EPF Authorities. However, the percentage of recovery will be as per PF rules as amended from time to time.

**Inspection charges will be as per prevailing Govt. norms.*

16. Sunken Equipment:

16.1 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 be immediately reported by the Contractor to the Competent Authority/Port/DCI and Contractor shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as NMPT/ DCI may direct.

16.2 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.

16.3 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.

16.4 In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, NMPT/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 NMPT/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 NMPT/DCI or

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TENDER DOCUMENT

may be deducted by the NMPT/ DCI from any money due or which may become due to the Contractor.

17. Safety, security and protection of equipment.

The Contractor shall throughout the contract period:-

- 17.1 Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his contract) and the work (so far as the same is completed or occupied by the employer) in orderly state appropriate to the avoidance of danger to such persons.
- 17.2 Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence to his method of operation.

18. Accident/collision.

The contractor shall report to the Port, details of any accidents/collision as soon as possible after its occurrence. Port does not have direct or indirect liabilities or any other liabilities in such cases Also the contractor shall clear all court cases Police cases through their own resources. In case of any fatalities or serious accident/collision, the contractor shall in addition, notify the local police authorities immediately by the available means.

19. Health and sanitation.

The contractor shall comply with all statutory requirements in respect of the health and sanitation of his employees as per extant laws, rules and regulations.

20. Deduction of Over Dredging.

No payment shall be made for dredging beyond stipulated depth. The excess volume dredged will not count towards the overall contract volume and will not attract any payment by DCI.

21. Limits of Tolerance for dredging

The dredging shall be carried out to the design levels. The maximum limit of tolerance for dredging is as follows:

Vertical - + 300 mm

Horizontal - + 2000 mm

The quantity dredged within the tolerance limit shall be measured and paid at the respective quoted rates as specified in the Bill of Quantities. Since, different depths are to be maintained in different areas, slopes framed while dredging for connecting different levels shall be measured and paid for as per joint pre and post dredging evaluation charts.

22. Care of Works.

From the commencement to the completion of the work, the contractor shall take full responsibility for the care of the dredger, its staff and his other employees associated with the work thereof. In case any damage, loss or injury happen to the works or any part thereof or to any temporary work from any cause whatsoever the contractor shall at his own cost repair and make good the same so that the work shall be completed in good order and in conformity in every respect with the requirement of the contract.

- (a) The contractor shall supply competent day and night watchmen empowered to refuse admission to any unauthorized persons to the site of the works and to ensure the safety of the workmen, property and works at all times throughout the period of the contract.
- (b) The contractor shall afford all reasonable opportunities for carrying out their work to any other contractors employed and to the workmen of employer.
- (c) All works including temporary works shall be carried out in such a manner as to ensure the safety of any nearby structures partially demobilized structures, plant or machinery and they shall be properly protected and if necessary barricaded off, shored and strutted etc., during the operations so as to avoid any unnecessary obstruction to the working of the Dockyard.
- (d) The contractor shall be responsible for the acts of his workmen and for all damage resulting from the execution of the contract to any buoys or buoy moorings, piers, jetties, wharves, dock gates, walls, landing places, cables, embankments, bridges, railways, roads, fences, oil, water or gas mains, or to any Government or other property whatsoever, and he shall make good all such damage in perfect and workmen like manner at his own cost and to the satisfaction of the employer and or Port Authorities, local or other bodies.

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

23. Breach of Contract:

In the event of any breach of contract on the part of the contractor, the Corporation reserves the right to forfeit the entire performance security deposit including converted EMD amount. DCIL also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer/contractor. Further, the firm /contractor will be blacklisted and prevented from participating in the future tenders of the Corporation for a specified period. The period of blacklisting and manner of black listing shall be decided by the competent authority.

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

Annexure-I

Bid Form

Date: _____

To:
M/s.Dredging Corporation of India Limited.
Project Office
Mangalore, Karnataka.

Sir,

Having examined the bidding documents including Addenda Nos[*insert numbers*], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and delivery **Hiring of one number suitable grab / back-hoe dredger for carrying out Maintenance Dredging alongside/in front of berths (0 to 7 mtrs) and other areas for New Mangalore Port Trust, Mangalore for one year (2021-22) extendable for another year (2022-23) at the same rates, terms & conditions at discretion of DCI.** 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 _____ 2021_____.

[signature]_____
[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

ANNEXURE-2

Date:

To

M/s.Dredging Corporation of India Limited.
Project Office
Mangalore, Karnataka.

Sir,

Sub: Tender for "Hiring of one number suitable grab / back-hoe dredger for carrying out Maintenance Dredging alongside/in front of berths (0 to 7 mtrs) and other areas for New Mangalore Port Trust, Mangalore for one year (2021-22) extendable for another year (2022-23) at the same rates, terms & conditions at discretion of DCI."-reg.

Ref: NIT No MNG/OPS/GRAB/BACK-HOE DREDGER/2021-22/ dated: 11-08-2021

a) With reference to NIT cited above and as per GCC 18 of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Ports Shipping-and waterways 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 Ports Shipping-and waterways, Government of India are given below:

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

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

Thanking you,

Yours faithfully,

Signature with stamp/seal of the tenderer

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

ANNEXURE-3

Date:

To

M/s. Dredging Corporation of India Limited.
Project Office
Mangalore, Karnataka.
Sir,

Sub: Tender for "Hiring of one number suitable grab / back-hoe dredger for carrying out Maintenance Dredging alongside/in front of berths (0 to 7 mtrs) and other areas for New Mangalore Port Trust, Mangalore for one year (2021-22) extendable for another year (2022-23) at the same rates, terms & conditions at discretion of DCI."-reg.

Ref: NIT No MNG/OPS/GRAB/BACK-HOE DREDGER/2021-22/dated: 11-08-2021

- a) With reference to NIT cited above and as per GCC 28 of Instructions to Bidders of Contract, we hereby undertake that, we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and we have not committed any offence under the Prevention of Corruption Act in connection with the bid.
- and,
- b) As per Clause No. 18(A) of GCC, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Signature with stamp/seal of the tenderer

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

ANNEXURE-4

Date:

To

M/s.Dredging Corporation of India Limited.
Project Office
Mangalore, Karnataka.

Sir,

Sub: Tender for "Hiring of one number suitable grab / back-hoe dredger for carrying out Maintenance Dredging alongside/in front of berths (0 to 7 mtrs) and other areas for New Mangalore Port Trust, Mangalore for one year (2021-22) extendable for another year (2022-23) at the same rates, terms & conditions at discretion of DCI."-reg.

Ref: NIT No MNG/OPS/GRAB/BACK-HOE DREDGER/2021-22/dated: 11-08-2021

a) With reference to NIT cited above and as per GCC 18(B) of Contract, we hereby certified that, we do not have any current litigation with any party/ firms.

'OR'

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

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

**Strike out whichever is not applicable.*

Thanking you,

Yours faithfully

Signature with stamp/seal of the tenderer

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

ANNEXURE-5**VENDOR REGISTRATION FORM****1. Vendor Details**

- a) Name of the Vendor :
- b) Address :

- c) Place of Registration :
- d) Principal place of business :
- e) Email ID :
- f) Contact No. :

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

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

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

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

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

ANNEXURE-6

Details of the Grab / Back-Hoe dredger proposed for Hire

- | | | |
|-----|--|---|
| 1. | Name of the Vessel | : |
| 2. | Name of the owner | : |
| 3. | Builder name and Address | : |
| 4. | Year of built | : |
| 5. | Main dimensions | : |
| | Length | : |
| | Breadth | : |
| | Depth | : |
| | Draft | : |
| | Bucket capacity | : |
| 6. | Make and age of dredger | : |
| 7. | RPM of Pump | : |
| 8. | Make of Pump | : |
| 9. | Horse Power of Engine | : |
| 10. | Speed of Grab / Back-Hoe dredger | : |
| 11. | Particulars of registry of Grab / Back-Hoe dredger and year of registry. | : |
| 12. | Estimated production of the dredger | : |
| 13. | Registration Certificate | : |
| 14. | Communication system held in Operational condition on board. | : |
| 15. | LSA (Life Saving Appliances) | : |
| 16. | FFA (Fire Fighting Appliances) | : |
| 17. | Place where the Grab / Back-Hoe Dredger presently available. | : |
| 18. | Type of Grab / Back-Hoe Dredger | : |
| | A) | |
| | i) Ocean going | |
| | ii) Inland | |
| | iii) Others (If others please specify) | |
| | B) Steel Hull Construction/ Others | : |

NOTE: If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the Grab / Back-Hoe dredger should be submitted on stamp paper duly notarized along with Tender.

Signature with stamp/seal of the tenderer

TENDER DOCUMENT**ANNEXURE-7****PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

Bank Guarantee No.
Date :

To
M/s. Dredging Corporation of India Limited,
H.B Colony Main Road,
Seethammadhara
Visakhapatnam-530022

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, H.B Colony Main Road, Seethammadhara, Visakhapatnam-530022

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 :

- (a) if a Bidder:
 - (i) withdraws his 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 25.2; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to accept the LOA/work order or
 - (ii) to pay performance security or
 - (iii) fails to submit contract agreement duly signed and stamped in the prescribed formats within 10 (Ten) days from the date of issue of letter of acceptance or .
 - (iv) Fails to commence the work as per the Letter of Acceptance 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 150 days from the date of opening of Tender, 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 of2021
For

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

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

ANNEXURE-8

PROFORMA FOR CONTRACT AGREEMENT

This agreement made on _____ day of __ between **M/s. DREDGING CORPORATION OF INDIA LIMITED**, a body under the Companies Act, 1956, having its 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 "**Hiring of one number suitable grab / back-hoe dredger for carrying out Maintenance Dredging alongside/in front of berths (0 to 7 mtrs) and other areas for New Mangalore Port Trust, Mangalore for one year (2021-22) extendable for another year (2022-23) at the same rates, terms & conditions at discretion of DCI.**" 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 witnessed 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 Bid submitted by the Contractor.
 - Instructions to Bidder.
 - Conditions of Contract.
 - Specification for the Works.
 - Price Bid.
 - Work order.
 - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs. _____ (Rupees _____) at the times and in the manner prescribed by the Contract.

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

CONTRACTOR

Signature :
Name :
Designation :
Seal :

In the presence of Witness

Signature :
Name & Address :

EMPLOYER

Signature :
Name :
Designation :
Seal :

Signature :
Name & Address :

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

ANNEXURE-9

Proforma for Bank Guarantee for Performance Security

Bank Guarantee No.:

Date:

To
The Dredging Corporation of India Limited,
Head Office, HB Colony, Seethammadara,
Visakhapatnam – 530 022
Andhra Pradesh.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its head office at Dredge House, Port area, Visakhapatnam-530 001, India (herein after called the "DCI") having agreed to exempt M/s _____ having its Registered Office at _____ (herein after called the said "CONTRACTOR" from the demand under the terms and conditions of an Agreement/Contract/Work Order dated _____ made between DCI and Contractor for "*(name of work)*....." (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 forRupees.....Only),

1. We(*indicate name of the Bank*) hereinafter referred 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 name of Bank*) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from DCI and without reference to the Contractor and such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by 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 Rs.....(say)(Rupees.....only).

3. We(*indicate name of Bank*) 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.

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

4. We (*indicate name of the Bank*) further 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 or before, we shall be discharged from all liability under this guarantee thereafter.
5. We,(*indicate name of the Bank*) further agree 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,..... (*indicate name of the Bank*) lastly undertake not to 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 Rs.....(Rupees..... Only).

Dated theday of2021.

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

ANNEXURE-10

CHECK LIST FOR TECHNO- COMMERCIAL BID

1. A Bid Form **except** the Price Schedule
2. A list of works completed, bid for and in hand / being executed as on the date of submission of bid with proof of documents.
3. Documentary evidence to establish that the Contractor is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - i) Audited balance sheet and profit-loss (Income) statement for the last three years ending 31st March 2021.
 - ii) Certificate from Employers for showing Experience of having successfully completed works of similar nature during last 7 years ending June 2021. The certificate should include the following information:
 - a) Brief description of the work
 - b) Contract amount / rates.
 - c) Time limit for completion
 - d) Whether the work has been completed within the stipulated time.
 - e) Whether any liquidated damages have been levied.
4. Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in along with electronic receipt/ UTR.
5. Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of
 - i) e-Payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in along with electronic receipt/ UTR.
 - or
 - ii) Bank Guarantee (copy to be uploaded online. original BG to be submitted to DCI, Regional Office, Kochi within 03 days from the date of tender opening.)
6. Copy of PAN Card
7. Copy of GST Registration certificate.
8. Proof of Registration with Provident Fund Authorities. or exemption certificate / letter as applicable.
9. Power of attorney on Stamp paper (non-judicial) Rs. 100/-, in favour of the person authorized to sign the tender document. (If the tender document is signed by the Owner/proprietor of the firm, then also he shall authorize himself for the same on stamp paper.)
10. 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.
11. Annexures 2,3,4 & 5.
12. Copies of original certificates of registration etc. of the Grab / Back-Hoe dredger proposed to be offered to DCI including copy of the existing insurance policy covering the Grab / Back-Hoe dredger, crew and third party.
13. Copy of clear title of the ownership of the Grab / Back-Hoe dredger. If the tenderer is not the owner of the Grab / Back-Hoe dredger, necessary documents in support of the authorization granted by the owner of the Grab / Back-Hoe dredger to the tenderer to offer and operate the Grab / Back-Hoe dredger by the tenderer. (This authorization shall be executed on a stamp paper duly notarized).
14. Downloaded Tender Document along with all corrigendum/addendum duly signed and stamped on all the pages by tenderer.
15. Integrity Pact as per format.
16. Other documents prescribed in this bid document not mentioned above.

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

INTEGRITY PACT

INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT

1. As per GCC Clause 27 of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
2. Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- each, duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
 - i. The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper: "This stamp paper is an integral part of the Integrity Pact executed by us for [Insert the name of the package] Package and Specification Number [Insert Specification Number: package]
 - ii. In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:

"The IntegrityPact executed by us for [Insert the name of the package]Package and Specification Number [Insert Specification Number of the package] is enclosed herewith"
3. Bidders are required to clearly indicate the name of the packageand its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
4. All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
5. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.
6. The Bidder shall not change the contents of the Integrity Pact.
7. Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

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

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

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

(Before award of contract : To be submitted on company letter head with duly signed & stamped) After award of contract : To be executed on Rs.100/- non-judicial stamp paper in two sets)

INTEGRITY PACT

Between

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

And

()

hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for the tender No. MNG/OPS/Grab/Back-Hoe Dredger/2021-22/dated 11-08-2021. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s).

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

Section 1 - Commitments of the Principal:

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

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

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

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

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

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

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

Section 4:- Compensation for Damages.

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

Section 5: Previous Transgression.

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

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

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

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

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

Section 8: Independent External Monitor(s).

1. The Principal appoints competent and credible Independent External Monitors (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all the project documents of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties Offer to the Monitor the option to parties in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.
7. The Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on DCILL Board.
8. If the Monitor has reported to the Chairman, DCIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman, DCIL has not, within the reasonable time taken visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

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

Section 10: Other provisions.

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

(For & On behalf of Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place: Date:	Witness 1 : (Name & Address) _____ _____ Witness 2 : (Name & Address) _____ _____
---------------------	--

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

PRICE BID / BILL OF QUANTITIES (BOQ)
(FOR COVER-B)**PREAMBLE:**

- ❖ The items given in the Price Bid / Bill Of Quantities are for “Hiring of one number suitable grab / back-hoe dredger for carrying out Maintenance Dredging alongside/in front of berths (0 to 7 mtrs) and other areas for New Mangalore Port Trust, Mangalore for one year (2021-22) extendable for another year (2022-23) at the same rates, terms & conditions at discretion of DCI”
- ❖ The rates quoted in the Price Bid / Bill Of Quantities are all inclusive except GST. Contractor shall raise GST invoice and mention their GST Registration Number on the Invoice.
- ❖ The payment would be made for relevant items of Price Bid / Bill Of Quantities as detailed in Payment Clause.
- ❖ No charges, other than those specified in the bid conditions shall be payable.

Signature with stamp/seal of the tenderer

TENDER DOCUMENT

PRICE BID BILL OF QUANTITIES

NAME OF WORK : Hiring of one number suitable grab / back-hoe dredger for carrying out Maintenance Dredging alongside/in front of berths (0 to 7 mtrs) and other areas for New Mangalore Port Trust, Mangalore for one year (2021-22) extendable for another year (2022-23) at the same rates, terms & conditions at discretion of DCI.”–Reg.

Ref : NIT No MNG/OPS/GRAB/BACK-HOE DREDGER/2021-22/ dated: 11-08-2021

Item No.	Description	Qty	Unit	Rate in (Rs.)		Total Amount (Rs.) (Qty x Rate)
				(In figure)	(in words)	
1.	Dredging on In-situ Basis by using any special dredging equipment viz., Grab/back hoe dredger (having suitable bucket capacity to dredge 700 Cu.m (in-situ) per day of 24 hrs operation) with allied equipments to dredge/clear the area within 0 to 7 mts. from the berth face whenever the berth is vacant without affecting the port operations from the existing levels in all types of soils comprising of sand, silt deposits of spillage of iron ore / mines, fallen wooden logs, tyres, fenders, boulders, rock /concrete pieces, debries, steel plates, chains, wire ropes, cement bags, tarpaulins, etc. upto a depth of (-) 8.00 mCD at B.No. 1, and in front of B.No.1 upto Centre Line of O.A.C, (-)12.00 mCD at B.No. 2, (-) 11.00 mCD at B.Nos. 3, (-) 10.50 mCD at B. No. 4 to 7 in the ODA, & 14 (E), (-) 14.00 mCD at B. No. 8 & 12 (-) 12.50 mCD at Berth No. 9, (-) 15.10 mCD at Berth Nos. 14v(W), 15, 16 , 10, 11, & 13. without damaging the existing structures, fenders etc. and dumping the dredged material at deeper areas away from the berth. Rate excl. GST	52,000 Approx	Per Cu.M			
Total excluding GST						
GST (%)						
Total including GST (In figures)						
Total including GST (In words):						

Signature with stamp/seal of the tenderer