

Dredging Corporation of India Limited
Head Office::Visakhapatnam

DCI/OPS/BH-I/Manning/2019

Date: 18.06.2019

Corrigendum-I

Name of Work: Manning, operation and maintenance of Backhoe Dredger “DCI BH-I” for carrying out dredging projects in India -Reg.

Ref: NIT No. DCI/OPS/BH-I/Manning/2019 dated 24.05.2019

Kind reference is invited to tender invited by DCI vide NIT No. DCI/OPS/BH-I/Manning/2019 dated 24.05.2019. The bidders are hereby informed that the tender conditions has been revised as follows:

Tender Ref.	Existing Condition	Revised Condition
Sale of Tender Documents	24.05.2019 to 20.06.2019	24.05.2019 to 27.06.2019
Last date for submission	21.06.2019	28.06.2019
PQ Criteria-S.No. 1	<p>Experience of having successfully completed the work for providing man power, Operation and Maintenance of Backhoe Dredger/Inland Cutter Suction Dredger/ Grab Dredgers during last seven years ending April’ 2019 should be any of the following:</p> <ul style="list-style-type: none"> • Three similar completed works costing not less than the amount of Rs.30.30 Lakhs. (OR) • Two similar completed works costing not less than the amount of Rs.37.88 Lakhs. (OR) • One similar completed work costing not less than the amount of Rs.60.60 Lakhs. 	<p>Experience of having successfully completed the work for providing man power, Operation and Maintenance of Backhoe Dredger/ Cutter Suction Dredger/Grab Dredgers during last seven years ending April’ 2019 should be any of the following:</p> <ul style="list-style-type: none"> • Three similar completed works costing not less than the amount of Rs.30.30 Lakhs. (OR) • Two similar completed works costing not less than the amount of Rs.37.88 Lakhs. (OR) • One similar completed work costing not less than the amount of Rs.60.60 Lakhs.
SCC-Cl.No.1.1.1	<p>The Contractor shall supply “Manning, Operation and Maintenance of DCI Backhoe Dredger BH-I (Non Propelled) for carrying out Dredging at various Dredging Projects” as per requirement of DCI. The Dredger will be shifted from place to place or other areas depending on project requirements as directed by DCI. However at the time of award of work the contractor will be informed the exact requirement of place for providing Manning to DCI BH-I, dredging in designated areas up to specified depths and pumping of dredged soil to designated dumping/reclamation areas under this contract. For Manning, the contractor has to provide experienced personnel in dredging and allied activities,</p>	<p>The Contractor shall supply “Manning, Operation and Maintenance of DCI Backhoe Dredger BH-I (Self Propelled inside harbour with thrusters) for carrying out Dredging at various Dredging Projects” as per requirement of DCI. The Dredger will be shifted from place to place or other areas depending on project requirements as directed by DCI. However at the time of award of work and subsequently, the contractor will be informed the exact requirement of place for providing Manning to BH-I as per SCC Cl.No.1.2, dredging in designated areas up to specified depths and dumping of dredged soil to designated areas. For Manning, the contractor has to provide experienced personnel in dredging and allied activities.</p>

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SCC-Cl.No.1.2

1.2 Operating Personnel

1.2.1 The DCI BH-I is to be statutorily manned during operating days and non-operating days with the following:

DCI BH-I:	
1 st Shift (0800 Hrs to 1600 Hrs)	: Deck Operators: 02 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 02 Nos.
2 nd Shift (1600 Hrs to 2400 Hrs)	: Deck Operators: 02 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 01 No.
3 rd Shift (2400 Hrs to 0800 Hrs) (Next Day)	: Deck Operators: 02 Nos. Engine Operator: 01 No.

1.2 Operating Personnel

1.2.1 The DCI BH-I is to be statutorily manned during operating days with the following:

DCI BH-I:	
Morning/1 st Shift of 8 Hrs.	: Deck Operators: 02 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 02 Nos.
Afternoon/2 nd Shift of 8 Hrs.	: Deck Operators: 02 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 01 No.
Night/3 rd Shift of 8 Hrs.	: Deck Operators: 02 Nos. Engine Operator: 01 No.

1.2.2 The DCI BH-I is to be statutorily manned during non-operating days with the following:

DCI BH-I:	
Morning/1 st Shift of 8 Hrs.	: Deck Operators: 01 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 02 Nos.
Afternoon/2 nd Shift of 8 Hrs.	: Deck Operators: 01 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 01 No.
Night/3 rd Shift of 8 Hrs.	: Deck Operators: 01 Nos. Engine Operator: 01 No.

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	<p>1.2.2 The Contractor shall submit relevant experience as mentioned below:</p> <p>a) Deck Operator: 3 yrs experience as Deck Operator on Backhoe Dredgers / Barge Mounted Excavators/ Pontoon Excavators.</p> <p>b) Engine Operator: 3 yrs experience as Engine Operator on Backhoe Dredgers /Barge Mounted Excavators/ Pontoon Excavators/ Inland Cutter Suction Dredgers/ Trailer Suction Hopper Dredgers.</p> <p>c) General Service: 3 yrs working experience as General services on Backhoe Dredgers/ Barge Mounted Excavators/ Pontoon Excavators/ Inland Cutter Suction Dredgers/ Trailer Suction Hopper Dredgers.</p>	<p>1.2.3 The Contractor shall submit relevant service experience certificates issued by previous employer for the crew as mentioned below:</p> <p>a) Deck Operator: 3 yrs experience as Deck Operator on Backhoe Dredgers /Barge Mounted Excavators/ Pontoon Excavators.</p> <p>b) Engine Operator: 3 yrs experience as Engine Operator on Backhoe Dredgers /Barge Mounted Excavators/ Pontoon Excavators/ Cutter Suction Dredgers/ Trailer Suction Hopper Dredgers.</p> <p>c) General Service: 3 yrs working experience as General services on Backhoe Dredgers/ Barge Mounted Excavators/ Pontoon Excavators/ Cutter Suction Dredgers/Trailer Suction Hopper Dredgers.</p> <p>1.2.4 The vessel will not be manned during voyage and claims pertaining to voyage shall not be considered.</p>
<p>SCC-Cl.No.1.4.1</p>	<p>The contractor shall carry out the routine / periodical / preventive maintenance and surveys of the dredger during the contract period. Normal routine maintenance, general maintenance and servicing of machinery, Deck, Wheel House, main engines, Generator sets and other machinery, Engine Room etc. shall be maintained as per OEM guidelines, so as to be minimize the break downs of the vessel's equipment, and shall be recorded properly in log books and to the satisfaction of DCI or its representative. The OEM guidelines will be given while handing over the vessel & Contractor has to ensure these jobs are carried out with the help of the ships' crew. The Major repair jobs of machinery shall be carried out by OEM and dredger staff has to assist only. The OEM charges shall be borne by DCI.</p>	<p>The contractor shall carry out the routine maintenance, daily greasing and assist in surveys of the dredger during the contract period. Maintenance and servicing of machinery, Deck, Wheel House, main engines, Generator sets and other machinery, Engine Room etc. shall be maintained as per OEM guidelines, so as to be minimize the break downs of the vessel's equipment, and shall be recorded properly in log books and to the satisfaction of DCI. The OEM guidelines will be given while handing over the vessel & Contractor has to ensure these jobs are carried out with the help of the ships' crew. The Major repair jobs of machinery shall be carried out by OEM and dredger staff has to assist only. The OEM charges shall be borne by DCI. Maintenance of the vessel shall be carried out in breakdown period in order to optimise vessel's operation.</p>
<p>SCC-Cl.No.1.11</p>	<p>1.11 Operation Mode, Standby Mode, Idle Mode:</p> <p>1.11.1 OPERATION MODE: The vessel is in operation and working. i.e. there is dredging assignment and vessel is in operations.</p> <p>1.11.2 STANDBY MODE: The vessel is deemed to be on standby mode if the</p>	<p>1.11 Operational Day, Non-Operational Day:</p> <p>1.11.1 OPERATIONAL DAY: The vessel is said to be operational when the vessel is deployed for dredging assignment and payment will be regulated under operational day.</p>

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	<p>vessel is made available and fit for operation with sufficient crew, fuel and stores on board whereby the vessel is ready to commence operation at short notice, i.e. vessel is in operational condition but no dredging assignment.</p> <p>1.11.3 IDLE MODE: Vessel is in idle mode when the contractor is unable to make the vessel available for operation during dredging requirement by Port/DCI due to the failure of the contractor. Penalty as per Cl. 1.12 of SCC is applicable.</p> <p>1.11.4 OPERATIONAL DAY: The vessel is said to be in operational when the vessel is deployed for dredging assignment and payment will be regulated under operational day.</p> <p>1.11.5 NON-OPERATIONAL DAY: The vessel is said to be in non-operational when the vessel is not deployed for any dredging assignment and payment will be regulated under non-operational day.</p>	<p>1.11.2 NON-OPERATIONAL DAY: The vessel is said to be non-operational when the vessel, is not deployed for any dredging assignment, or is in long layup/dry-dock or is idle as per DCI instructions. Non Operational manning shall be provided as per SCC Cl. No.1.2.2 and payment shall be regulated under non-operational day.</p> <p>1.11.3 An Advance notice of 07 (Seven) days shall be relayed to the contractor if the vessel is to be provided either operational or non-operational manning.</p>
<p>SCC-Cl.No.1.12</p>	<p>1.12 Deductions/Penalty:</p> <p>1.12.1 Penalty will be imposed on the Contractor on pro-rata basis for not maintaining the manning as specified in the tender.</p> <p>1.12.2 If the vessel is made to be in "IDLE MODE" by the contractor for reasons such as:</p> <ol style="list-style-type: none"> Failure to provide necessary manning as specified in tender. Failure to provide proper and/or regular routine maintenance to the machinery. Failure to coordinate with pipeline team/Project Office in positioning the vessel at specified dredging areas within specified time in line with Cl. No. 1.1.5 of SCC, Penalty shall be levied on the contractor as below: Penalty = ((B/A) x C) per day of Operational Hrs. or pro-rata <p>NOTE:</p> <ul style="list-style-type: none"> Operational Hrs. (A): The time the vessel has to operate in a specified period in day as per the requirement of Client/Port. The requirement of the Client/Port shall be informed in advance to make the vessel available for operation. B = Part of Operational Hrs that the 	<p>1.12 Deductions/Penalty:</p> <p>1.12.1 Penalty will be imposed on the Contractor on pro-rata basis for not maintaining the manning as specified in the tender.</p> <p>1.12.2 If the vessel is not available for operation due to delays caused by operational reasons such as shortage of manning, positioning of dredger etc., Penalty shall be levied on the contractor as below: Penalty = ((B/A) x C)</p> <p>NOTE:</p> <ul style="list-style-type: none"> Operational Hrs. (A): The time the vessel has to operate in a specified period in a day as per the requirement of Client/Port. The requirement of the Client/Port shall be informed in advance to make the vessel available for operation. B = Part of Operational Hrs that the vessel was unavailable for operation by the Contractor. C = Daily Charges for Manning on Operational Days. <p>1.12.3 80% of daily operational manning charges are payable, if the vessel is under breakdown beyond 4 Hrs in a day for the reasons attributable to the Contractor.</p>

	<p>vessel was made unavailable for operation by the Contractor.</p> <ul style="list-style-type: none">• C = Weekly Charges for Manning (7 operational days). <p>1.12.3 No penalty shall be levied on the contractor in case of Force Majeure.</p>	<p>1.12.4 No penalty shall be levied on the contractor in case of Force Majeure.</p>
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2. PRICE SCHEDULE (AMENDED)

PRICE BID

Name of the Work: Manning, operation and maintenance of Backhoe Dredger “DCI BH-I” for carrying out dredging projects in India.

Sl. #	Description	Unit	Qty (Days)	Rate/unit (Rs.)	Amount (Rs.) in figures and words
“Charges for manning, operation and maintenance of Backhoe dredger (DCI BH-I)” for carrying out dredging at various dredging project in India (Excluding GST)					
1.	Ist /Morning Shift of 8 Hrs: Deck Operators: 02 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 02 Nos. IInd /Afternoon Shift of 8 Hrs: Deck Operators: 02 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 01 No. IIIrd /Night Shift of 8 Hrs: Deck Operators: 02 Nos. Engine Operator: 01 No.	Per Operational day of 24 Hrs.	270		
2.	Ist /Morning Shift of 8 Hrs: Deck Operators: 01 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 02 Nos. IInd /Afternoon Shift of 8 Hrs: Deck Operators: 01 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 01 No. IIIrd /Night Shift of 8 Hrs: Deck Operators: 01 Nos. Engine Operator: 01 No.	Per Non-Operational day of 24 Hrs.	95		

Signature of Contractor with Seal

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DREDGING CORPORATION OF INDIA LIMITED

Head Office::Visakhapatnam

Date: 18.06.2019

CLARIFICATIONS-I

**Name of the Work: Manning, operation and maintenance of Backhoe Dredger
“DCI BH-I” for carrying out dredging projects in India.**

NIT No. DCI/OPS/BH-I/Manning/2019/ dated 24.05.2019

Sl. No.	Queries from Tenderers	DCI Reply
1	If the company is newly established & it has a turnover of Rs 14.5 Lakh in FY 2017-2018 is it mandatory to submit the 3 years IT Returns along with tender.	Average annual turnover for the Financial Years 2016-17, 2017-18 and 2018-19 shall be considered. The tenderer should meet the requirement of Rs.22.73 Lakhs. Please refer clause no. 02 of PQ criteria
2	Company is registered with NSIC small scale industry and NSIC has given the exemption to NSIC registered company. Hence, is it mandatory to submit the EMD & tender fees?	If the tenderer provides valid registration certificate issued from NSIC along with the tender, then EMD and tender fees may be exempted.
3	As our company is newly established hence, we have only two years experience of Manning, operation and maintenance of dredger. Is it mandatory to submit 07 years experience.	The tenderer needs to submit valid experience, as per Clause No. 01 of PQ Criteria, <u>during</u> last seven years ending April'2019. Please refer clause no. 01 of PQ Criteria.

GENERAL MANAGER (OPERATIONS)



DREDGING CORPORATION OF INDIA LTD

Head Office::Visakhapatnam.

DCI/OPS/BH-I/Manning/2019/

Date: 24.05.2019

**Name of Work: Manning, operation and maintenance of Backhoe Dredger "DCI BH-I"
for carrying out dredging projects in India -Reg.**

TENDER ISSUED TO M/s.
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General Manager (Ops)

Signature of Contractor with seal

NOTICE INVITING TENDER (NIT)

Sealed Tenders are invited in one cover by DREDGING CORPORATION OF INDIA LIMITED (DCIL), Head Office, Visakhapatnam from experienced contractors for “Manning, operation and maintenance of Backhoe Dredger “DCI BH-I” for carrying out dredging projects in India.”

1.	Name of Works	:	Manning, operation and maintenance of Backhoe Dredger “DCI BH-I” for carrying out dredging projects in India.
2.	Period of Contract	:	One year from the date of taking over of DCI BH-I. (Extendable for another year).
3.	Earnest Money Deposit	:	Rs.76,000/- (Seventy Six Thousand Only)
4.	Issue of Tenders through DCI website	:	24.05.2019 to 20.06.2019 up to 1730 Hrs.
5.	Estimated Cost	:	Rs.75.76 Lakhs
6.	Last date for receipt of Tenders	:	21.06.2019 up to 1500 Hrs. at the office of General Manager(Ops) , 4th floor, Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam - 530 001.
7.	Opening of Bids	:	21.06.2019 at 1530 Hrs. in the Tender Room, Ground Floor, Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam - 530 001.
8.	Tender document cost	:	Rs.1,180/- (One Thousand One Hundred and Eighty Only) (Inclusive of all Taxes)

Bidders can also pay :	Details of Bank account :
1. Cost of Tender documents	(a) Name of the Company: Dredging Corporation of India Ltd.,
2. EMD	(b) Name of the Bank : Syndicate Bank
3. Performance security	(c) Branch Name : DCI Ltd. Branch , Port Area, Visakhapatnam-530001
4. Or for any other payments due to be paid to DCIL.	(d) IFSC code : SYNB0003583
E-Receipt in respect of Cost of tender document and EMD in this regard is a must and to be attached to the tender document in Cover -A.	(e) Swift code : SYNBINBB032
	(f) Account type: : Current account
	(g) Account No. : 35833070000014
	(h) GST No. : 37AAACD6021B1ZB

Interested eligible parties may download the tender document from the following websites: <https://eprocure.gov.in> and www.dredge-india.com. The payment towards cost of tender document and EMD shall be made through NEFT/RTGS in favour of **Dredging Corporation of India Limited, Visakhapatnam**. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

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PRE-QUALIFICATION CRITERIA:

1. Experience of having successfully completed the work **for providing man power, Operation and Maintenance of Backhoe Dredger/Inland Cutter Suction Dredger/ Grab Dredgers** during last seven years ending April' 2019 should be any of the following:
 - Three similar completed works costing not less than the amount of **Rs.30.30 Lakhs.**

(OR)
 - Two similar completed works costing not less than the amount of **Rs.37.88 Lakhs.**

(OR)
 - One similar completed work costing not less than the amount of **Rs.60.60 Lakhs.**
2. Average Annual Financial turn over during last 3 years ending 31st March 2019 should be at least **Rs.22.73 Lakhs.**
3. Copies of service experience of the proposed manpower to be engaged/deployed in line with Cl. No. 1.2.2 of SCC.

Tenderers may contact at the following address for clarifications regarding submission, receipt of tender etc: From 1000 Hrs to 1700 Hrs (on working days)

JT. GENERAL.MANAGER (OPS)
M/s. Dredging Corporation of India Ltd.
"Dredge House", Port Area,
Visakhapatnam-530 001.
Andhra Pradesh (India)
Tele PHONE No. 0891-2871397/372/322
E-mail ID: hodops@dcil.co.in /nksiem@dcil.co.in/kpramod@dcil.co.in

Dredging Corporation of India Ltd. reserves the right to:

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

General Manager (Ops)

Signature of Contractor with seal

INSTRUCTIONS TO BIDDERS
(ITB)

1. Eligible Bidders

- 1.1 This Invitation is open to all Contractors who satisfy the conditions stipulated in the bid document.
- 1.2 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 DCI.
- 1.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies/DCI's Clients in accordance with ITB Cl. 24.

2. Cost of Bidding

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

3. Content of Bidding Documents

- 3.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Technical Specifications
- Sample Forms containing the following:
 - Bid Form.
 - Price Schedule (Schedule of Quantities)
 - Form of Bank Guarantee for EMD
 - Form of Bank Guarantee for Performance Security
 - Form of Contract Agreement
 - Proforma for Relatives
 - Proforma for Undertaking
 - Proforma for litigation
 - Vendor Form
- Check list for Techno Commercial Bid and Price Bid.

- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required as per the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

4. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify DCI in writing or by E-mail at the DCI's address indicated in the Invitation for Bid not later than 3 (three) working days before last date of issue of tender as prescribed in ITB. **The clarifications requested by the bidders will be suitably hosted in DCI**

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web site 2 (two) working days before last date of issue of tender. No Press notification for any amendment will be issued. Accordingly, bidders should regularly visit DCI website: www.dredge-india.com to keep themselves updated.

5. Language

- 5.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DCI shall be in English only.
- 5.2 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.

6. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment. The amendment will be placed on websites only. Respective bidders are requested to see the web site accordingly. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the DCI may, at its discretion, extend the deadline for the submission of bids.

7. Documents Comprising the Bid

The tenderer shall sign every document submitted by him along with stamp. The Bids shall be in Two Cover System consisting of:

7.1 Techno Commercial Bid (Cover A)

- 7.1.1 Duly filled and signed Bid Form.
- 7.1.2 Documentary evidence of similar dredging works carried out previously established in accordance with Sl. No. 01 of PQ Criteria, that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. Copies of Authentic performance certificates such as Work Order/Agreement/Work Completion Certificate obtained from the client indicating the bidder has carried out similar works successfully to be produced to establish the credibility mentioning total value of work and period of completion of work.
- 7.1.3 The details of manpower proposed to engage/deploy along with copies of proof of their experience in line with Cl. No. 1.2.2 of SCC.
- 7.1.4 Audited balance sheet and Profit/Loss statements for the last three financial years ending 31st March'2019 (FY: 2016-17, 2017-18 and 2018-19).
- 7.1.5 Proof of Cost of Tender deposited through NEFT/RTGS.
- 7.1.6 Proof of Earnest Money Deposit through NEFT/RTGS/BG furnished in accordance with ITB Cl. 09.
- 7.1.7 PAN Number issued by Income Tax Authorities.
- 7.1.8 GST Registration Number.
- 7.1.9 Bank Details along with 'Cancelled Cheque'.
- 7.1.10 Registration with provident fund authorities.
- 7.1.11 Power of Attorney on stamp paper, 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 authorise himself for the same.)

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- 7.1.12 Copies of original document defining place of registration and principal place of business of the company or partnership.
- 7.1.13 Certificate for relatives in accordance with Cl. No. 22 of GCC.
- 7.1.14 Undertaking certificate in accordance with Cl. No. 23 of GCC.
- 7.1.15 Information regarding any current litigation in which the tenderer is involved in accordance with Cl. No. 24 of GCC.
- 7.1.16 Vendor Registration Form.
- 7.1.17 Downloaded Tender Document duly signed on all the pages by tenderer.

7.2 Price Bid (Cover B)

7.2.1 Price Schedule

8. Bid Prices

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

9. Earnest Money Deposit (EMD)

- 9.1 Pursuant to ITB Cl. 7.1.5, the Bidder shall furnish, the EMD for an amount of Rs.76,000/- (Rupees Seventy Six Thousand Only) through NEFT/RTGS/Bank Guarantee as per Form (03) in favour of Dredging Corporation of India Limited, Visakhapatnam. The Earnest Money Deposit shall not carry any interest.
- 9.2 The EMD is required to protect the DCI against the risk of Bidder's conduct, which would warrant the earnest money forfeiture; pursuant to ITB Cl. 9.6.
- 9.3 The EMD shall be valid for thirty (30) days beyond the validity of the bid.
- 9.4 Any bid not secured in accordance with ITB Cl. 9.1 and Cl. 9.3 will be out rightly rejected by the DCI as non-responsive.
- 9.5 EMD of unsuccessful bidder will be returned as promptly as possible, but not later than thirty (30) days after the finalization of the Bid without interest.
- 9.6 EMD of successful bidder will be returned as promptly as possible upon submission of Performance Security as per GCC Cl. 3.2.
- 9.7 The EMD may be forfeited:
 - a)** If a Bidder:
 - i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, (or)
 - ii) Does not accept the correction of errors pursuant to ITB Cl. 16.2,
 - b)** In the case of a successful Bidder, if the Bidder fails:
 - i) To sign the contract in accordance with GCC Cl. 3.3, (or)
 - ii) To furnish performance security in accordance with GCC Cl. 3.2.

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10. Period of Validity of Bids

- 10.1 The Tenderer should keep open the validity of the Bid for 120 (One Hundred and Twenty) days from the date fixed for its opening or from the date of its opening of techno-commercial bid whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 (Thirty) days in case a request in writing or by E-mail/ Fax by DCI is made before the expiry of the initial validity period of 120 (One Hundred and Twenty) days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 10.2 In case DCI asks for extension for validity of bid, the earnest money deposit provided under ITB Cl. 09 shall also be suitably extended.

11. Format and Signing of Bid

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

12. Sealing and Marking of Bids

- 12.1 The Techno-Commercial Bid along with all enclosures to be put in a sealed cover super scribed with the words – **Cover-A** "Manning, operation and maintenance of Backhoe Dredger "DCI BH-I" for carrying out dredging projects in India" to be submitted on or before due date and time specified in the NIT.
- 12.2 The Price Bid containing only tendered amount is required to be put in another sealed cover super scribed with the words – **Cover-B** "Price Bid" for the work "Manning, operation and maintenance of Backhoe Dredger "DCI BH-I" for carrying out dredging projects in India" to be submitted on or before due date and time specified in the NIT.
- 12.3 Tenderer should ensure that his tendered amount as per Cover - B is not mentioned in any other document directly or indirectly. The duly sealed **covers "A" & "B"** are to be put in a separate main sealed cover super scribed with the words "Name of the work "Manning, operation and maintenance of Backhoe Dredger "DCI BH-I" for carrying out dredging projects in India" to be submitted on or before due date and time specified in the NIT to the address mentioned below.

The General Manager (Ops),
Dredging Corporation of India Limited,
'Dredge House', Port Area,
Visakhapatnam-530001.

- 12.4 If the outer cover is not sealed and marked as required, DCI will assume no responsibility for the bid's misplacement or premature opening.

13. Submission of Bids

- 13.1 Bids must be received by the DCI at the address specified under Invitation of Bids (ITB) not later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for the DCI, the bids will be received up to the appointed time on the next working day.

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13.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Cl. 6, in which case all rights and obligations of the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13.3 Any bid received by the DCI after the deadline for submission of bids will be rejected and returned unopened to the Bidder.

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

14. Opening of Bids by DCI

14.1 DCI will open main cover and the Cover "A" Techno-Commercial Bids only in the presence of bidder's authorised representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.

14.2 All the Covers "B" containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.

14.3 The bidders' names, bid modifications or with draws and the presence or absence of requisite earnest money deposit and such other details as DCI, at its discretion, may consider appropriate, will be announced at the opening of the "Techno-Commercial Bid". No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Cl. 13.3.

15. Clarification of Bids

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

16. Preliminary Examination

16.1 DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

16.2 DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

16.3 Prior to the detailed evaluation, pursuant to ITB Cl. 17, DCI will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.

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

17. Evaluation and Comparison of Bids

17.1 The Cover "B" containing the Price Bids will be opened of only those tenderers who have been qualified in the Techno-Commercial Bid at a later date. The date and time

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of opening of Cover “B” Price Bid, shall be notified to all the technically qualified bidders and will be opened in the presence of such authorised persons/representatives who wish to be present. Further, the tenderers shall quote their rates only in the prescribed price schedule/BOQ placed in the tender document and all the items in the price schedule/BOQ to be quoted.

17.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its EMD may be forfeited.

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

18.1 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.

18.2 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.

19. Post Qualification

19.1 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 Techno-Commercial Bid.

19.2 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.

20. Award Criteria

DCI will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid. However, DCI reserves the right to accept or reject any bid.

21. Right to vary period of contract time

21.1 The contractor has to takeover the vessel within 20 (Twenty) days from the date of issue of Work Order. Initial contract period is for 01 (One) year from the date of taking over of the vessel. One month before expiry of the contract, the tenderer may be informed by written notice to extend the contract for a further period of one year with same rates, terms and conditions. DCI reserves right to extend/curtail the period of contract and decision in this matter will be final, binding on the Contractor and will not subject to the Arbitration. Contractor has to execute the work as per rates quoted in Schedule of Rates/Accepted Rates and as per Contract Conditions laid in Tender Document.

21.2 In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 7 days notice. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 7 days notice by the DCI project office, if the services of the tenderer are found to be inadequate or

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unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.

22. 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 thereby incurring any liability to the affected Bidder or Bidders.

23. Notification of Award (Work order)

23.1 Prior to the expiration of the period of bid validity, DCI will issue work order to the successful Bidder in writing by registered letter or E-mail/Fax. The notification of award will constitute the formation of the Contract.

24. Corrupt or Fraudulent Practices

DCI requires that the Bidders/Contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, that DCI defines, the terms set forth below as follows:

24.1 "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

24.2 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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, will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; 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.

25. General

25.1 Bid Documents are not transferable.

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

25.3 All documents submitted by the bidder shall be signed along with stamp. All signatures in the document shall be dated.

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

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

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- “Corporation” means Dredging Corporation of India Limited (DCI).
- “MD” means the Managing Director of DCI.
- “CHOD” means the Coordinating Head of the Department.
- The Contract” means 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.
- “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- “The Services” means all of the services, which the Contractor is required to supply to the DCI under the Contract.
- “Work” means the Work to be executed in accordance with the Contract and includes authorized “Extra Works” and “Excess Works” and “Temporary Works”.
- “Engineer” means the DCI’s official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated.
- “Engineer’s Representative” means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- “Contractor” means the person or persons, firm or company whose tender/offer has been accepted by DCI and includes the Contractor’s Representatives, heirs, successors and assigns, if any permitted by the DCI.
- “Excepted Risks” are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- “GCC” mean the General Conditions of Contract.
- “SCC” means the Special Conditions of Contract.
- “Day” means calendar day.
- “Month” means the English calendar month.
- “Singular/Plural” Word importing the singular only, also includes the plural and vice-verse where the context so requires.
- “The heading/Marginal Notes” in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

2. Application

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

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3. The Contract & General Obligations of Contractor

3.1 Applicability of Laws on the Contract

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

- 3.1.1 The Indian Contract Act, 1872
- 3.1.2 The Major Port Trust Act, 1963
- 3.1.3 The Workmen's Compensation Act, 1923
- 3.1.4 The Minimum Wages Act, 1948
- 3.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.
- 3.1.6 The Dock Workers' Act, 1948
- 3.1.7 Inland Vessels Act 1971
- 3.1.8 The Indian Arbitration and Conciliation Act (1996)

3.2 Performance Security

3.2.1 Within 7 (Seven) days of the receipt of work order from the DCI, the successful Bidder shall furnish the performance security for a sum equal to 10% of the accepted value of the contract through NEFT/RTGS/Bank Guarantee (as per Form 04) in favour of Dredging Corporation of India Limited, Visakhapatnam. Failure of the successful Bidder to furnish Performance Security within stipulated time shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

3.2.2 Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by DCI Project Manager or its representative.

3.3 Contract Agreement

At the same time as DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement on Non- Judicial Rs.100/- Stamp Paper at his own expense as per prescribed format (Form 05), within 7 (Seven) days of the issue of work order from the DCI but not before furnishing Performance Security. Failure of the successful Bidder to execute contract agreement as per conditions of tender within stipulated time from issue of work order shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

3.4 Interpretation of Contract Document - Engineers' Power

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

3.5 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

3.5.1 For the acts, defaults and neglect of any sub-contractor, his agents, servants, or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and

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3.5.2 For entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "Piece rate" basis shall not be deemed to be subletting under this Clause.

3.6 Contractors' Price

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost connected to Manning, Operation, General maintenance, Preventive maintenance, Routine maintenance, minor repairs, Housekeeping excluding supply of materials for the same, insurance of personnel, and transportation of crew and officers and also any other contractual obligations including duties, taxes, excluding GST and other things of every kind required for the completion work.

3.7 Responsibility of Contractor

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

3.8 Contractor to Supervise the Works.

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

3.9 Contractor is Responsible for all Damages to Other Structures / Persons, Caused by him in Executing the Work

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

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

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

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

3.10.2 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.

3.10.3 Damage/injury caused to waterway and bridge on account of the movement of Contractor's vehicles and equipment in connection with the work.

3.10.4 Pollution of waterway and damage caused to river, lock, sea wall or other structures related to waterway, in operating DCI BH-I.

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3.11 Notice to Contractor

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the address as appearing in the tender 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.

3.12 Works to cause minimum possible hindrance to traffic movement

The DCI BH-I should be operated by the Contractor causing minimum hindrance for any maritime traffic or surface traffic.

4. Insurance

4.1 The Contractor should insure against liabilities for death or injury to any person or loss or damage to any property arising out of the performance of the contract (Third Party Insurance).

4.2 The Contractor should insure 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)

4.3 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected.

4.4 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.

4.5 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.

4.6 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.

5. Payments

5.1 The Contractor's request(s) for payment shall be made to the Project Manager, DCIL where the vessel is deployed or to the DCI Representative as instructed from time to time, in writing, accompanied by an invoice in original with duplicate describing, as appropriate, the services performed and upon fulfilment of other obligations stipulated in the Contract.

5.2 The Bill for Services rendered will be scrutinised by Project Manager, DCIL and forward the same to DCIL H.O. for releasing payment through NEFT/RTGS as per practice in vogue. No cash payment or advance will be payable to the contractor. The work done certificate/logbook shall be certified by Site-In-Charge or the person nominated by Project Manager, the payment will be made only for services provided as per accepted Rates. Payment shall be made within 30 (Thirty) days of submission of an invoice/claim by the Contractor complete in all respects.

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- 5.3 The logbook is to be maintained, as per the Cl. No. 1.8 of SCC, by the contractor for the payment of services provided to be certified by DCI representative on daily basis and must be submitted along with the monthly invoice.
- 5.4 The details of wages paid and statutory recoveries like PF and other statutory recoveries of the crew / workers should be indicated in the wage slip and same must be attached to the Bill. Payment for the crew/workers should not be less than the minimum wages paid at the place of working. However the proof of payment of statutory recoveries like PF should be submitted later periodically. (Quarterly payment).
- 5.5 **Security Deposit** of 5% shall be deducted from each Running Bill and same shall be refunded after completion of contract upon submission of No Dues No Claims Certificate from Contractor.
- 6. Change Orders**
- 6.1 The DCI may at any time, by a written order give to the Contractor, make changes within the general scope of the Contract for the services to be provided by the Contractor.
- 6.2 If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the DCI's change order.
- 7. Contract Amendments**
- Pursuant to Cl. No. 6 of GCC, No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 8. Assignment**
- The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract except with the DCI's prior written consent.
- 9. Delay in the Contractor's Performance**
- 9.1 The performance of services shall be made by the Contractor in accordance with the time schedule prescribed by the DCI.
- 9.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the DCI in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the DCI shall evaluate the situation and may, at its discretion, extend the Contractor's time for performance, with or without penalty, in which case the extension shall be ratified by the parties by amendment of Contract.
- 9.3 Except as provided under GCC Cl. 06, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of penalty pursuant to SCC Cl. 1.12, unless an extension of time is agreed upon without the application of penalty.

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10. Liquidated Damages

The Contractor has to takeover the vessel within 20 (Twenty) days from the date of issue of work order. If the Contractor fails to takeover the vessel within 20 (Twenty) days, then DCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as Liquidated Damages, a sum equivalent to 0.5% per day of the contract price for the delay in taking over of the vessel, subject to maximum of 10% of the contract price. Once the maximum is reached, DCI may consider for termination of the contract pursuant to GCC Cl. 11.

11. Termination for Default

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

- 11.1 If the Contractor fails to provide the service within stipulated time or within any extension thereof granted by the DCI (or)
- 11.2 If the Contractor fails to submit Performance Security or execute Contract Agreement as per the conditions of tender. (or)
- 11.3 If the Contractor fails to perform any other obligation(s) under the Contract.
- 11.4 If the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practice in pursuant with Cl. No. 24 of ITB in executing the Contract. In the event the DCI terminates the Contract in whole or in part, DCI may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to the DCI for any excess costs for such similar Services. However, the Contractor shall continue to perform the Contract to the extent not terminated.
- 11.5 In the event of breach of contract by the contractor and/or the contract is cancelled due to default on the part of the contractor and/or the balance of work is awarded to another agency to be carried out at the risk and cost of the contractor committing the breach of contract or default, the Corporation is entailed to withhold any sum due and payable to the contractor towards the sum due as a result of said breach or default

12. Force Majeure

- 12.1 Notwithstanding the provisions of GCC Cl. 09, 10, & 11, 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.
- 12.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes.
- 12.3 If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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13. Termination for Insolvency

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

14. Termination for Convenience

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

15. Settlement of Disputes/Arbitration

15.1. In case of dispute between DCI and Contractor, the issue will be referred to the Coordinating Head of Department (CHOD), Dredging Corporation of India Limited and the decision of CHOD shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the CHOD.

15.2. 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 arbitration by a sole Arbitrator, a person to be nominated and appointed by the Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996.

15.3. The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

16. Blacklisting

In the event of failure or breach of the contractual obligations, the contractor/firm may be blacklisted and prevented from participating in the future tenders of the corporation for a specified period. The period of blacklisting and manner of blacklisting can be decided by the competent authority.

17. Limitation of Liability

Except in cases of negligence or wilful misconduct, the Contractor shall not be liable to DCI, whether in contract, tort, or otherwise, for any indirect or consequential loss

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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

18. Applicable Law

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

19. Compliance with Statutory Requirement

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

20. Taxes and Duties

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

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

21. 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.

22. Employment of Relatives

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

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23. Undertaking certificate

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

24. Litigation certificate

The Contractor shall enclose a certificate that they did not have any current litigation with any party/firms. If he/she is in current litigation with any party/firms, the Contractor shall enclose the same along with this tender.

25. Notices

25.1 Any notice given by the party, pursuant to the Contract shall be sent in writing/telegram/fax/cable/E-mail to the address.

Head Office

General Manager (Ops),

Dredging Corporation of India Limited,

'Dredge House', Port Area,

Visakhapatnam-530001.

Email: hodops@dcil.co.in/divakar@dcil.co.in/svprasad@dcil.co.in/nksiem@dcil.co.in

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 General:

- 1.1.1 The Contractor shall supply "Manning, Operation and Maintenance of DCI Backhoe Dredger BH-I (Non Propelled) for carrying out Dredging at various Dredging Projects" as per requirement of DCI. The Dredger will be shifted from place to place or other areas depending on project requirements as directed by DCI. However at the time of award of work the contractor will be informed the exact requirement of place for providing Manning to DCI BH-I, dredging in designated areas up to specified depths and pumping of dredged soil to designated dumping/reclamation areas under this contract. For Manning, the contractor has to provide experienced personnel in dredging and allied activities.
- 1.1.2 The Contractor shall be responsible for the entire operations of the vessel in all respects. The Manning crew provided shall be responsible for Manning and operating the dredger and they should be conversant with Operational requirements, rules and regulations of statutory authorities/local port authorities. All the crew shall be medically fit and active in discharging their duties/responsibilities.
- 1.1.3 The contractor shall ensure to carryout timely **routine maintenance of machinery & equipment on board** and upkeep of the vessel. The contractor shall attend minor repairs of the vessel for day to day running of vessel. DCI will arrange for supply of freshwater, fuel, and lubricants etc., for consumption on board the vessel.
- 1.1.4 Contactor shall maintain proper log records of Crew change of crew/officers (sign-on/sign-off) and periodical verification by DCI.
- 1.1.5 The dredger shall be manned for 24 Hrs throughout the contract period. The dredger shall be kept ready by the Contractor for carrying out operations within short notice of receiving appropriate order from the DCI's authorized officer and dredger shall be in operational condition always and ready to be deployed for operation round the clock.
- 1.1.6 The crew may be accommodated in DCI BH-I. The food may be prepared in DCI BH-I at the expense of Contractor. The transportation cost towards men and material of the crew including from shore to dredger & back for shift changing is the responsibility of the contractor.
- 1.1.7 The Dredger, deck, mess rooms, cabins and all other systems should be kept neat & tidy and serviced regularly.
- 1.1.8 Gate passes for the Crew/Staff and Authorised representatives of the contractor have to be arranged by the contractor and DCI will coordinate with concerned authorities.
- 1.1.9 Inspection of vessel: DCI has the right to inspect the vessel at any time for any reason they consider necessary.

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1.1.10 The Contractor shall arrange for the preparation of Dredger for transportation from one dredging project to another dredging project as per requirement of DCI.

1.2 Operating Personnel:

1.2.1 The DCI BH-I is to be statutorily manned during operating days and non-operating days with the following:

DCI BH-I:

1 st Shift (0800 Hrs to 1600 Hrs)	: Deck Operators: 02 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 02 Nos.
2 nd Shift (1600 Hrs to 2400 Hrs)	: Deck Operators: 02 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 01 No.
3 rd Shift (2400 Hrs to 0800 Hrs) (Next Day)	: Deck Operators: 02 Nos. Engine Operator: 01 No.

1.2.2 The Contractor shall submit relevant experience as mentioned below:

- a) **Deck Operator:** 3 yrs experience as Deck Operator on Backhoe Dredgers /Barge Mounted Excavators/ Pontoon Excavators.
- b) **Engine Operator:** 3 yrs experience as Engine Operator on Backhoe Dredgers /Barge Mounted Excavators/ Pontoon Excavators/ Inland Cutter Suction Dredgers/Trailer Suction Hopper Dredgers.
- c) **General Service:** 3 yrs working experience as General services on Backhoe Dredgers/ Barge Mounted Excavators/ Pontoon Excavators/ Inland Cutter Suction Dredgers/Trailer Suction Hopper Dredgers.

1.3 Consumable and Stores

All running stores, consumables and miscellaneous items including bulbs, fuses, cotton rags, soaps for deck cleaning, ropes, Torch batteries, batteries for emergency power, fenders, deck paints (except under water paint) shall be provided by DCI. The requirement for the consumable items should be submitted to the Project Manager of DCI through RMR (Regular Material Requisition) well in advance for timely supply to the vessel. Printed RMR shall be supplied by DCI.

1.4 Repairs and Maintenance

1.4.1 The contractor shall carry out the routine/periodical/preventive maintenance and surveys of the dredger during the contract period. Normal routine maintenance, general maintenance and servicing of machinery, Deck, Wheel House, main engines, Generator sets and other machinery, Engine Room etc. shall be maintained as per OEM guidelines, so as to be minimize the break downs of the vessel's equipment, and shall be recorded properly in log books and to the satisfaction of DCI or its representative. The OEM guidelines will be given while handing over the vessel & Contractor has to ensure these jobs are carried out with the help of the ships' crew. The Major repair jobs of machinery shall be carried out by OEM and dredger staff has to assist only. The OEM charges shall be borne by DCI.

1.4.2 The contractor shall ensure proper mooring and berthing of the vessel and conduct preventive maintenance including repairs of minor nature so as to keep the vessel ready and fit for operation.

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- 1.4.3 Periodical Painting and polishing of the vessel: The vessel's hull and superstructure has to be maintained in the best possible manner by undertaking regular cleaning, chipping and painting of the exposed portions. The vessel's hull above water level and superstructure must be painted thoroughly. Paints shall be supplied by DCI.
- 1.4.4 The Main Engines, Gear Boxes and Alternator Engines are to be checked regularly as per manufacturer's check list and all consumables to be renewed/ replaced as considered necessary. Periodical calibration of fuel pump and injectors, de-carbonisation of units and replacement of all running spares at the appropriate time to be carried out regularly and a log book to be maintained in engine room which should be available to the DCI's representative, officers during their inspection or at any point of time. The heat exchangers are to be regularly checked, cleaned and de-scaled as per requirement. Pumps and all other equipment are to be maintained as per OEM recommendation. The alternators are to be maintained, regularly checked and conditions are to be regularly entered into in the log book. It is the responsibility of the contractor to make arrangements for the visit of the service personnel on board the vessel when at stream or berth. OEM or their authorised agents shall carry out Calibration & de-carbonisation of engines and crew should assist them.
- 1.4.5 All spares and stores with regard to repairs shall be supplied by DCI.
- 1.4.6 The survey and Dry dock repair shall be arranged by DCI. The defect list will have to be prepared by the contractor with the consultation of DCI and they will be responsible for monitoring the repair progress on behalf of DCI. Time taken for such repair will not be counted for the purpose of availability of the vessel. Printed Defect List shall be supplied by DCI.
- 1.4.7 The machineries indicated herein above Clauses are required to be checked twice a day and the conditions entered into the log book kept in the engine room for scrutiny of the DCI's representative. If, at any point of time, it is observed that any of the machineries is not behaving properly or if any unusual observation is made, which is not for regular routine maintenance and upkeep, then the same is to be brought to the notice of the DCI or its representative immediately. In the event when it is established that major repair has been necessitated consequent to negligence and /or failure on the part of the contractor to take adequate and timely preventive measures, the cost incurred by the Corporation towards said repairs shall be borne by the Contractor.
- 1.5 Underwater repair/dry docking of the vessel & engagement of divers.**
- 1.5.1 Whenever vessel goes for routine dry docking/repairs as per the requirement of statutory authority or at any occasion when the vessel is required to be dry docked due to malfunctioning of underwater machineries, such work shall be carried out at DCI's expenses.
- 1.5.2 In the event of any damage to the underwater area of the vessel, a Concerned Surveyor would be called for inspection and to identify the cause of damage. If the damage is caused due to improper handling of the vessel or for any neglect on the part of the Contractor or his employees, the cost will have to be borne by the contractor.
- 1.6** All Port charges/ Dues for DCI BH-I are on the account of DCI.

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1.7 Duration

- 1.7.1 The contract period is for 1 (One) year from the date of taking over of DCI BH-I and extendable for 1 (One) more year at DCI's discretion on same rate, terms and conditions as per the agreement.
- 1.7.2 Contract can be suspended temporarily by serving 7 days notice to the contractor in case the DCI BH-I withdrawn for attending major repair for more than 30 days or any other reasons. Similarly, the contract to be resumed by issuing 7 days notice to the contractor.

1.8 Log Book

The successful tenderer has to maintain a daily log book. All particulars of the DCI BH-I including movement, engine's important parameters, spares used, sub-contractor deployed, fuel oil and lube oil consumed/bunkered etc., to be logged daily and to be signed by the Deck-In-Charge and same will be checked and countersigned by the Project Manager or his Authorised representative, DCIL. Monthly log Abstract to be prepared covering all the above stated parameters duly signed by the Deck-In-Charge, and same to be submitted with the monthly bill without which no payment will be released. The daily log book is to be retained onboard and same to be produced on demand. The printed log book and log abstract shall be provided by DCI.

1.9 Fuel and Lubricants

- 1.9.1 Fuel and lubricants shall be arranged by DCI from time to time as required for keeping the vessel in operation condition round the clock during the entire contract period. Such supply will be made periodically as per requisition from the contractor at least 7 working days in advance. However, all arrangements for receiving the fuel on board the vessel shall be made by the contractor appropriately at the time and place indicated by the Engineer. Tank soundings of the vessel will be recorded before and after delivery of the fuel jointly by the contractor's representative and an officer deputed by the Engineer of the contract. The quantity ascertained through the difference in tank soundings of the vessel will be treated as the quantity received by the vessel.
- 1.9.2 Prior handing over of the vessel, a joint trial by the contractor's representative and DCI's representatives shall be carried out, at the place of deployment wherein consumption pattern of the vessel shall be determined and recorded. Similar exercises will also be done after overhauling of any of the Main Engines or auxiliaries to determine the revised consumption pattern. The Engineer may undertake/repeat such trials at any time at his sole discretion. The quantity of fuel to be supplied by DCI will primarily depend of the above pattern of consumption. In the event of higher consumption noticed continuously for more than 7 days than the pattern ascertained during initial joint trials, once again Joint trials shall be carried out and the cost of excess consumption will be deducted from the monthly bill of the contractor.

1.10 Berthing Facilities and Fresh Water

- 1.10.1 DCI shall arrange berthing facilities at the jetties/berths of the ports whenever possible for the maintenance of the vessel and for berthing the vessel during non-

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- working period or for shelter during rough weather during the tenure of the contract.
- 1.10.2 Fresh water will be supplied by DCI as and when required by the vessel on advance intimation. The daily consumption shall be recorded in the log sheet and contractor has to make effort to minimise wastages.
- 1.11 Operation Mode, Standby Mode, Idle Mode**
- 1.11.1 **OPERATION MODE:** The vessel is in operation and working. i.e. there is dredging assignment and vessel is in operations.
- 1.11.2 **STANDBY MODE:** The vessel is deemed to be on standby mode if the vessel is made available and fit for operation with sufficient crew, fuel and stores on board whereby the vessel is ready to commence operation at short notice, i.e. vessel is in operational condition but no dredging assignment.
- 1.11.3 **IDLE MODE:** Vessel is in idle mode when the contractor is unable to make the vessel available for operation during dredging requirement by Port/DCI due to the failure of the contractor. Penalty as per Cl. 1.12 of SCC is applicable.
- 1.11.4 **OPERATIONAL DAY:** The vessel is said to be in operational when the vessel is deployed for dredging assignment and payment will be regulated under operational day.
- 1.11.5 **NON-OPERATIONAL DAY:** The vessel is said to be in non-operational when the vessel is not deployed for any dredging assignment and payment will be regulated under non-operational day.

1.12 Deductions/Penalty:

- 1.12.1 Penalty will be imposed on the Contractor on pro-rata basis for not maintaining the manning as specified in the tender.
- 1.12.2 If the vessel is made to be in "IDLE MODE" by the contractor for reasons such as:
- a) Failure to provide necessary manning as specified in tender.
 - b) Failure to provide proper and/or regular routine maintenance to the machinery.
 - c) Failure to coordinate with pipeline team/Project Office in positioning the vessel at specified dredging areas within specified time in line with Cl. No. 1.1.5 of SCC,
- Penalty shall be levied on the contractor as below:

Penalty = ((B/A) x C) per day of Operational Hrs. or pro-rata

NOTE:

- **Operational Hrs. (A):** The time the vessel has to operate in a specified period in day as per the requirement of Client/Port. The requirement of the Client/Port shall be informed in advance to make the vessel available for operation.
 - B = Part of Operational Hrs that the vessel was made unavailable for operation by the Contractor.
 - C = Weekly Charges for Manning (7 operational days).
- 1.12.3 No penalty shall be levied on the contractor in case of *Force Majeure*.

1.13 Certificates, Insurance & Survey

- 1.13.1 Obtaining/updating statutory classification or any other certificates from the competent authority as necessary is on account of DCI. However it is contractor's responsibility to keep record of all the statutory certificates for updating and shall be informed to DCI periodically, as and when required to initiate action from DCI.

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However DCI is the authority to postpone/prepone any survey as and when necessary. In this regard the contractor should inform DCI in advance.

1.13.2 Insurance of the vessel is on account of DCI. However it is the contractor's responsibility to keep record of all the validity of insurance certificates and to inform DCI periodically, as and when required to take necessary action.

1.13.3 Insurance of all persons deployed by the contractor on board the vessel shall be arranged by the contractor at his cost and documentary evidence should be provided to the Project Manager, DCI within one-month of taking over of DCI BH-I.

1.14 Mode of Payment

1.14.1 The contractor will be paid on monthly basis. The contractor has to submit the bill/invoice for a month along with certified **DDR/DUR/DPR**, service reports, duly certified by the authorised officer together with the original supporting documents etc. and the receipt surrendering the old unusable material/scrap etc. to the concerned project Office/ Head office for the vessel.

1.14.2 DCI will endeavour to pay authentic and correct bills within 30 days from the date of submission of clear bill along with all relevant support documents. Should DCI request the contractor to raise bill in a break-up form as per BOQ, the successful bidder would be duty bound to do so.

1.15 Ownership, Handing over & Taking Over

1.15.1 Prior to handing over of the vessel, a joint inspection/trial would be carried out with the contractor's representative and DCI's representatives and each and every movable/immovable items on board the vessel shall be accounted for and recorded under joint signatures and their condition noted for record. At the end of the contract period, the said list shall be cross checked and if the condition of any item or material is found to be bad & missing or not in the state in which it was handed over, the cost of such damage to the property shall be assessed by DCI and deduction made from the contractors outstanding dues including Security deposit. However, this is not applicable in case of normal wear & tear. The contractor shall be responsible for safety and working readiness of the vessel and its parts and fittings till such time when the vessel is handed back to DCI. DCI's acceptance signed by the authorised officer only shall relieve the contractor of his responsibility. After the expiry of the contract, the contractor will hand over the vessel to DCI in proper working conditions with all machinery and inventory taken over by the contractor at the start of the contract.

1.15.2 The vessel shall be handed over to the contractor upon completion of joint inspection with DCI and contractor or his representative.

1.15.3 The contractor shall take over the vessel within 20 days from the date of issue of the work order. The contractor shall extend his coordination for carrying out joint inspection which would be held within 20 days from date of issue of work order.

1.15.4 Handing over the vessel for operation does not imply and transfer of ownership. DCI will remain the rightful owner of the vessel in all respects.

1.15.5 In case of any damage to the DCI BH-I assets by the contractor or his crew and the same damages are not repaired/ renewed by the contractor, Project Manager, DCIL or his authorized representative shall have the right to get the same done by

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whatever means found appropriate and the costs of the same shall be recovered from the contractor.

1.16 Used Oil and Scrap Materials

All used oil is to be handed over to DCI's concerned project office where vessel is deployed. Similarly all used or Scrap Material are also to be handed over to DCI's project office where the vessel is deployed and as per the instructions of DCI's project office.

1.17 Accrual of Charges

The contractual charges are inclusive of all the expenses connected to manning, operation, shore lodging, boarding and transportation for crew and officers and also any other contractual obligations.

2. Sunken Equipment

- 2.1 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 immediately be reported by the Contractor to the Project Manager or his authorised representative and Contractor shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as Port/ DCI may direct.
- 2.2 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.
- 2.3 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.
- 2.4 In the event of the Contractor not carrying out the obligations imposed upon him by this clause, the port/DCI may cause to set buoys and display at night lights on such equipment and raise and remove the same without prejudice to the right of the port/DCI to hold the Contractor liable and all expenses and consequences thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from him as a debt by the port/DCI or may be deducted by the port/ DCI from any money due or which may become due to the Contractor.

TECHNICAL SPECIFICATIONS**DCI BH-I:**

S. No.	DESCRIPTION	SPECIFICATIONS
01.	NAME	: DCI DREGDE BH-I
02.	OWNER	: M/S. DREDGING CORPORATION OF INDIA LTD.
03.	TYPE OF VESSEL	: DIPPER DREDGER (DUMP BARGE)
04.	CALL SIGN	: 8TCY
05.	OFFICIAL NUMBER	: M-7704
06.	IR NUMBER	: 42342
07.	PORT OF REGISTRY	: MUMBAI
08.	MMSI NUMBER	: 419900726
09.	BUILDERS	: DE DONGE FLUSHING YARD B.V., NETHERLANDS
10.	YEAR OF BUILD	: 2011
11.	CLASSIFICATION	: I.R.S
12.	LENGTH	: 55.68 MTS
13.	BREADTH	: 16.00 MTS
14.	DEPTH	: 3.5 MTS
15.	GROSS TONNAGE	: 977 TONS
16.	NET TONNAGE	: 293 TONS
17.	INSURANCE	: M/S. NAVIGATORS PROTECTION & INDEMNITY, LONDON.
18.	MAIN ENGINE	: CUMMINS QSK 50 D (M) 1342 KW/1800 HP, 1800 RPM.
19.	SLIGH SHIP	: 1083 MT
20.	DISPLACEMENT	: 1803 MT (MEAN DRAFT 2.5 MTS)

Signature of Contractor with seal

SAMPLE FORMS**Notes on Sample Forms:**

1. The Bid Form duly filled in should be submitted along with Techno-Commercial Bid **(Cover A)**.
2. The Price Schedule shall be submitted only along with **Price Bid (Cover B)**.
3. The Bank Guarantee for EMD shall be submitted along with Techno Commercial Bid **(Cover A)** if the Contractor choose to furnish the required EMD in form of Bank Guarantee in favour of DCI.
4. The Bank Guarantee for Performance Security shall be furnished by the successful bidder at the time of award of contract if the Contractor choose to furnish in the form of Bank Guarantee in favour of DCI
5. The Agreement, at the time of award of award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections, acceptable deviations etc.
6. The Certificate for Employment of relatives duly filled in should be submitted along with Techno-Commercial Bid **(Cover A)**.
7. The Certificate for Undertaking duly filled in should be submitted along with Techno-Commercial Bid **(Cover A)**.
8. The Certificate for Litigation duly filled in should be submitted along with Techno-Commercial Bid **(Cover A)**.
9. The Contractor shall provide details of PAN, GST, Bank Details etc. of the bidder in vendor form along with the supporting documents should be submitted with Techno-Commercial Bid **(Cover A)**.
10. The Details of the Manning proposed to be engaged for operating DCI BH-I along with copies of their proof of experience in line with Cl. No. 1.2.2 of SCC should be submitted with the Techno-Commercial Bid. **(Cover A)**.

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1. BID FORM

Date: _____

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

Gentlemen,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *as per scope of work* 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 _____ 2019 _____.

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Signature of Contractor with seal

2. PRICE SCHEDULE
PRICE BID

Name of the Work: Manning, operation and maintenance of Backhoe Dredger “DCI BH-I”
for carrying out dredging projects in India.

Sl. #	Description	Unit	Qty (Days)	Rate/unit (Rs.)	Amount (Rs.) in figures and words
1.	<p>“Charges for manning, operation and maintenance of Backhoe dredger (DCI BH-I)” for carrying out dredging at various dredging project in India (Excluding GST)</p> <p><u>Ist Shift:</u> Deck Operators: 02 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 02 Nos.</p> <p><u>IInd Shift:</u> Deck Operators: 02 Nos. Engine Operator: 01 No. General Service (Engine/Deck): 01 No.</p> <p><u>IIIrd Shift:</u> Deck Operators: 02 Nos. Engine Operator: 01 No.</p> <p><u>NOTE:</u> ➤ 1st Shift: 0800 Hrs to 1600 Hrs. ➤ 2nd Shift: 1600 Hrs to 2400 Hrs. ➤ 3rd Shift: 0000 Hrs to 0800 Hrs. (Next Day) * The Shift timings may change as per DCI’s discretion.</p>	Per Operational day of 24 Hrs.	270		
		Per Non- Operational day of 24 Hrs.	95		

Signature of Contractor with seal

4. FORM OF BANK GUARANTEE
(IN LIEU OF EMD)

Bank Guarantee No.:

Date:

To
The Dredging Corporation of India,
Dredge House, Port Area,
Visakhapatnam – 530001.

WHERE AS _____ (hereinafter) called “the Tenderer” has submitted its tender dated _____ for the execution of “**Manning, operation and maintenance of Backhoe Dredger “DCI BH-I” for carrying out dredging projects in India**” (hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam – 530001 hereinafter called the “CORPORATION”.

KNOW ALL MEN by these presents that we, _____ (*Name of the bank with address*) (hereinafter called “the Bank” are bound unto the Corporation for the sum of Rs.76,000/- (Rupees Seventy Six Thousand Only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
 - (a) during the period of Tender validity specified in the Tender,
 - OR
 - (b) having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
2. Fails or refuses to execute the Agreement, if required or
3. Commence the work as per the Letter of Intent or Word 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.76,000/- (Rupees Seventy Six Thousand Only) and will remain in force up to 120 days from the date of opening or date fixed for 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 of _____ 2019

For

(*Name of the bank with address*)

Signature of Contractor with seal

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

Bank Guarantee No.:

Date:

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

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the "DCI") having agreed to exempt M/s _____ having its Registered Office at _____ (herein after called the said "CONTRACTOR" from the demand under the terms and conditions of an Agreement/Contract/Work Order dated _____ made between DCI and Contractor for **"Manning, operation and maintenance of Backhoe Dredger "DCI BH-I" for carrying out dredging projects in India."** (herein after called the said "Agreement"), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only),

1. We hereinafter referred to as "the Bank" at the request of M/s. _____ (Contractor) do hereby undertake to pay to the DCI an amount not exceeding Rs. _____ (Rupees _____ Only) against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).
3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We further 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

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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, we shall be discharged from all liability under this guarantee thereafter.

5. We 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 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_____day of_____2019

For

(Name of the bank with address)

Signature of Contractor with seal

5. FORM OF 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 registered 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 “**Manning, operation and maintenance of Backhoe Dredger “DCI BH-I” for carrying out dredging projects in India**” and the Contractor has offered to “**Manning, operation and maintenance of Backhoe Dredger “DCI BH-I” for carrying out dredging projects in India**” and whereas the CONTRACTOR has deposited a sum of Rs. _____ as Performance Security in the form of _____ for the due fulfillment of all the Conditions of the Contract:

Now this agreement witnesseth as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - The Contract Agreement.
 - The Tender submitted by the Contractor.
 - Instructions to Tenderer.
 - 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.

Signature of Contractor with seal

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

CONTRACTOR

EMPLOYER

Signature :

Signature :

Name :

Name :

Designation :

Designation :

Seal :

Seal :

In the presence of Witness

Signature :

Signature :

Name & Address :

Name & Address :

Signature of Contractor with seal

6. PROFORMA FOR EMPLOYMENT OF RELATIVES

Date:

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

Sir,

Sub: Tender for "Manning, operation and maintenance of Backhoe Dredger "DCI BH-I" for carrying out dredging projects in India."-Reg.

With reference to your Tender No.: DCI/OPS/BH-I/Manning/2019/ dated 24.05.2019 and as per Cl. No. 22 of GCC, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'OR'

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

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

Thanking you,

Yours faithfully,

*Strike out whichever is not applicable.

Signature of Contractor with seal

7. PROFORMA FOR UNDERTAKING

Date:

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

Sir,

Sub: Tender for “Manning, operation and maintenance of Backhoe Dredger “DCI BH-I”
for carrying out dredging projects in India.”–Reg.

With reference to your Tender No.: DCI/OPS/BH-I/Manning/2019/ dated 24.05.2019
and as per Cl. No. 23 of GCC, we hereby undertake that, we have not made any payment or
illegal gratification to any person/authority connected with the bid process so as to
influence the bid process and we have not committed any offence under the PC Act in
connection with the bid.

and,

As per Cl. No. 23 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 of Contractor with seal

8. PROFORMA FOR LITIGATION

Date:

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

Sir,

Sub: Tender for "Tender for "Manning, operation and maintenance of Backhoe Dredger
"DCI BH-I" for carrying out dredging projects in India."-Reg.

With reference to your Tender No.: DCI/OPS/BH-I/Manning/2019/ dated 24.05.2019
and as per Cl. No. 24 of GCC, we hereby certified that, we do not have any current litigation
with any party/ firms.

'OR'

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

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

Thanking you,

Yours faithfully,

*Strike out whichever is not applicable.

Signature of Contractor with seal

9. VENDOR FORM

1. Vender Details

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

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

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

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

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

Signature of Contractor with seal

10. DETAILS & LIST OF MANPOWER PROPOSED TO BE DEPLOYED

(Service Experience Certificates as per Cl. No. 1.2.2 of SCC to be attached)

1. Name (s) of Deck Operators :

2. Name (s) of Engine Operators :

3. Name (s) of General Service :
(Engine/Deck)

Signature of Contractor with seal

CHECKLIST FOR TECHNO-COMMERCIAL BID & PRICE BID

TECHNO-COMMERCIAL:

1. Duly filled and signed Bid Form.
2. Documentary evidence of similar dredging works carried out previously established in accordance with ITB Cl. 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. Copies of Authentic performance certificates such as Work Order/Agreement/Work Completion Certificate obtained from the client indicating the bidder has carried out similar works successfully to be produced to establish the credibility mentioning total value of work and period of completion of work.
3. The details of manpower proposed to engage /deploy along with copies of proof of their experience in line with Cl. No. 1.2.2 of SCC.
4. Audited balance sheet for the last three years ending 31st March'2019.
5. Proof of Cost of tender cost deposited through NEFT/RTGS
6. Proof of Earnest Money Deposit through NEFT/RTGS/Bank Guarantee as per Form (3) furnished in accordance with ITB Cl. 9.
7. PAN Number issued by Income Tax Authorities.
8. GST Registration Number.
9. Bank Details along with 'Cancelled Cheque'
10. Registration with provident fund authorities.
11. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
12. Copies of original document defining place of registration and principal place of business of the company or partnership.
13. Certificate for relatives in accordance with Cl. No. 22 of GCC.
14. Undertaking certificate in accordance with Cl. No. 23 of GCC.
15. Information regarding any current litigation in which the tenderer is involved in accordance with Cl. No. 24 of GCC.
16. Vendor Registration Form.
17. Downloaded Tender Document duly signed on all the pages by tenderer.

PRICE BID:

1. Price Schedule (Schedule of Quantities)

Signature of Contractor with seal