

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

DCI/OPS/ CSL/Inland CSD /2017

Date: 23-05-2017

**TENDER FOR**

HIRING OF INLAND CUTTER SUCTION DREDGER (IHC BEAVER 5014/1200 SERIES OR EQUIVALENT) FOR CARRYING OUT DREDGING WORKS AT COCHIN SHIPYARD LTD COCHIN FOR A PERIOD OF 4 (2+2) YEARS (Spell Wise) FROM 2017-2020.

TENDER ISSUED TO

M/s .....

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**GENERAL MANAGER (OPS)**  
DREDGING CORPORATION OF INDIA LTD.,  
VISAKHAPATNAM

CONTRACTOR

**DREDGING CORPORATION OF INDIA LIMITED**  
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**DUE DATES:**

- 1 Issue of Tenders : 23-05-2017 to 20-06-2017 up to 1730 Hrs.
- 2 Last date of receipt of Tenders : 21-06-2017 up to 1500 Hrs.
- 3 Opening of Techno commercial Bids ( Cover A) : 21-06-2017 at 1530 Hrs

**GENERAL MANAGER (OPS)**  
**DREDGING CORPORATION OF INDIA LIMITED**  
**"DREDGE HOUSE", PORT AREA,**  
**VISAKHAPATNAM – 530 035**  
**ANDHRA PRADESH (INDIA)**  
**TELEPHONE NO. 0891- 2871299**  
**FAX: 0891-2550 851**  
**E-Mail ID: gmp1@dcil.co.in,divakar@dcil.co.in**

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**SECTION I**

**INVITATION FOR BIDS  
(IFB)**

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**DREDGING CORPORATION OF INDIA LTD.  
VISAKHAPATNAM**

DCI/OPS/ CSL/Inland CSD /2017

DT: 23-05-2017

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

Sealed tenders are invited in two covers (i.e) Cover-A "Techno-Commercial Bid", Cover-B "Financial Bid" by **Dredging Corporation of India Limited, Visakhapatnam** from experienced and resourceful dredging firms with proven technical and financial capabilities for executing the maintenance dredging work mentioned below: -

1. Name of Works : Hiring of Inland Cutter Suction Dredger (IHC Beaver 5014/1200 series or equivalent) for carrying out dredging in Cochin Shipyard Ltd Cochin for a period of 4 (2+2)years (Spell Wise) from 2017-20.
  
2. Period of Contract : The dredging requirement is on Spell Wise. Tentatively 130 (One Hundred and thirty) working days/ year (excluding mobilization period of 20 days each time for the period of two years and extendable for a period 1 + 1 year or less at the discretion of DCI.
  - i. 1<sup>st</sup> Spell: 45+13 Dredging days/year to be carried out from March to April each year.
  - ii. 2<sup>nd</sup> Spell: 45+13 dredging days/ year during Aug & Sept to Oct each year
  - iii. 3<sup>rd</sup> Spell: 13 dredging days in the month of Dec each year
  
3. Earnest Money Deposit : **Rs. 5,82,500/-**  
The EMD shall pay through E-payment / Bank Guarantee.  
Bank details for e payment are as follows:  
Bank Name : Syndicate Bank  
DCI Current account No. 35833070000014  
Branch Name: DCILTD PORT AREA BRANCH,

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Visakhapatnam – 530 001.  
 IFSC/ RTGS No. SYNB0003583  
 Swift Code No. SYNBINBB032.  
 (e- receipt to be enclosed)

- 4 Issue of Tenders : From 23-05-2017 to 20-06-2017 up to 1730 Hrs from Office of General Manager (OPS), Operations Department, Dredging Corporation of India Limited, Dredge House, Port Area, Visakhapatnam-530 001.
- 5 Last date for receipt of Tenders : 21-06-2017 upto 1500 Hrs in Office of General Manager (OPS), Operations Department, Dredging Corporation of India Limited, Dredge House, Port Area, Visakhapatnam-01.
- 6 Opening of Tech Bids : 21-06-2017 at 1530 Hrs in Office of General Manager(OPS), Operations Department, Head Office, Dredging Corporation of India Limited, Dredge House, Port Area, Visakhapatnam -530 001.
- 7 Cost of Tender Documents : Rs.5,250/- (Rupees Five thousand two hundred and fifty only)(Non-refundable) by e-chalan(e- receipt to be enclosed)

**BRIEF DESCRIPTION OF WORK:-**

Dredging Corporation of India intends to sub-contract part of the Dredging work, approximately 4 Lakhs Cum by hiring CSD (IHC Beaver 5014/1200 series or equivalent) for carrying out dredging in front of berths Q1, Q3, dock mouth, ISRF Willington Island and other areas as per the requirement of Cochin Shipyard Ltd Cochin, on daily hire basis from experienced Dredging contractors owning/hired suitable Inland Cutter Suction Dredger(s) capable of dredging reported quantity of minimum 4,000 CUM per day. The contractual quantity is approximately 4 Lakh Cum (+ or – 20 %) per annum.

SI No.	Area	Length	Width	Depth*	Slopes	Period of requirement
01	Quay-I (North end) Ch 180 -	110 M	90 M	(-) 8.50 to 9.50 M	(1in 6M)	45+13(ISRF Area) Dredging

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	290 m & RD Mouth			from CD		days Spell /year to be carried out in Mar to April  45+13(ISRF Area) Dredging days in Spell/ year to be carried out in Aug, Sept and Oct
02	Quay-III (South end) Ch. 400 - 620 m	220 M	120M	(-) 10.0 M	(1in 6M)	
03	BD mouth	87	25	7.5	1:6	
04	Other areas (RD/ TSHD in accessible areas/ vessels					
05	ISRF Willington Island	As directed by CSL / Including dock mouth ISRF, Willington Island.				

The area to be dredged is as follows:

- \* Depth may vary based on CSL requirements.

The overall deployment will be considered 3 (three) times / year i.e March & April (2) August to Oct and (3) in the month of December / year.

CSL required dredging at ISRF area for a period of 13 days i.e (1) in April (2) in Aug, and 3) in Dec in each year. In case, one more time dredging at ISRF in a particular year is required by CSL, Contractor has to make arrangements to deploy CSD for which separate mob/ de-mob shall be paid.

- I. The duration of contract is 130 (Spell Wise) working days. Vertical tolerance is 0.5 m, Horizontal tolerance is 15m and Slope 1:6. The material dredged by CSD shall be open discharged with sufficient length of floating pipes (approx. 250-450m, however length will be decided during course of operation ), enabling to be picked up by DCI TSHD's for disposal by double handling. CSD contractor should facilitate DCI TSHD for double handling without any hindrance. The dredging is expected to commence from Mar-Apr and Aug-Sep-Oct and Dec as per the requirements of Cochin Shipyard Ltd.

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**Pre-Qualification Criteria:**

1. Average Annual financial turn over during the past 3 years ending **31<sup>st</sup> March' 2017** should not be less than **Rs.3,49,50,000/-**.
2. The tenderer must have experience in execution of similar works during last seven years ending last day of month previous to the one in which tenders are invited should be any of the following:
  - Three similar completed works each costing not less than the amount of **Rs.4,66,00,000/-** OR
  - Two similar completed works each costing not less than the amount of **Rs.5,82,50,000/-** OR
  - One similar completed work costing not less than the amount of **Rs.9,32,00,000/-**

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

**GENERAL MANAGER (OPS)**  
**DREDGING CORPORATION OF INDIA LIMITED**  
**"DREDGE HOUSE", PORT AREA,**  
**VISAKHAPATNAM – 530 001, ANDHRA PRADESH (INDIA)**  
**TELEPHONE NO. 0891- 2791987, FAX: 0891-2550 851**  
**E – MAIL ID: [gmp1@dcil.co.in](mailto:gmp1@dcil.co.in)**

Alternatively tenderers may contact at the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc:

**Jt. GENERAL MANAGER (MKTG)**  
**DREDGING CORPORATION OF INDIA LTD.**  
**"DREDGE HOUSE", PORT AREA,**  
**VISAKHAPATNAM-530 001, ANDHRA PRADESH (INDIA)**  
**TELEPHONE NO. 0891- 2871332, FAX : 0891 - 2558051.**  
**E – MAIL ID: [nsrprasad@dcil.co.in](mailto:nsrprasad@dcil.co.in)**

The Detailed NIT and Complete Tender Document is hosted in our website [www.tenders.gov.in](http://www.tenders.gov.in) , [www.dredge-india.com](http://www.dredge-india.com) , <http://eprocure.gov.in> . Interested and experienced parties may visit the above web-sites and download the proposed blank tender documents. In case the proposed blank tender document is downloaded, by paying e-chalan on DCI account as mentioned above for Rs.5,250/- /-(Rupees Five thousand, two hundred and fifty only) including VAT

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towards the cost of tender document is to be enclosed to the Techno commercial bid in Cover-A. Alternatively, tender document may also be collected personally by submitting pay slip of e-chalan on DCI account as mentioned amount of **Rs.5,250/-**(Rupees Five thousand, two hundred and fifty only) The downloading of document shall be carried out strictly as provided on the website. No editing, addition, deletion of any matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

Dredging Corporation of India Ltd. reserves the right to:

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

**GENERAL MANAGER (OPS)**

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

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

**A. Introduction**

**1. Eligible Bidders**

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

**2. Cost of Bidding**

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

**B. The Bidding Documents**

**3. Content of Bidding Documents**

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

e) Sample Forms containing the following:

- Bid Form
- Price Schedules
- Proforma For Bank Guarantee for Earnest Money Deposit
- Agreement Form
- Performance Security Form
- Qualification Requirements

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

#### **4. Clarification of Bidding Documents**

4.1. A prospective Bidder requiring any clarification of the bidding documents may notify the DCI in writing or by fax / e- mail at the DCI's address indicated in the Invitation for Bid. The DCI will respond in writing to any request for clarification of the bidding documents, which it receives not later than seven (7) days prior to the deadline for the submission of bids prescribed in ITB Clause 17.1. Written copies of the DCI's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

#### **5. Amendment of Bidding Documents**

5.1. At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.

5.2. The amendment will be hosted on websites only. Prospective bidders are requested to see the web site regularly till submission of tender. No separate correspondence or amendment shall be published in the news paper

5.3. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the DCI may, at its discretion, extend the deadline for the submission of bids.

## C. Preparation of Bids

### 6. Language of Bid

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

### 7. Documents Comprising the Bid

- 7.1. The Bids shall be in Two Cover System consisting of
- ❖ Techno Commercial Bid (Cover A); and
  - ❖ Price Bid (Cover B)
- 7.2. The "Techno Commercial Bid"(Cover A) prepared by the Bidder shall comprise the following components along with Tender document signed by Bidder on all pages:
- 7.3. A Bid Form **except** the Price Schedule completed in accordance with ITB CI-8;
- 7.4. A list of works tendered for and in hand/being executed as on the date of submission of tender.
- 7.5. A detailed list of Dredgers / equipment available with the tenderer and which are proposed for deployment for the work under consideration including their specification.
- 7.6. Documentary evidence established in accordance with ITB Clause 11, that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending March'2016.
- 7.7. Earnest money deposit in the form of e-chalan, copy to be furnished in accordance with ITB Clause 12.
- 7.8. PAN Number.
- 7.9. Registration with Provident Fund Authorities
- 7.10. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
- 7.11. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
- 7.12. Information regarding any current litigation in which the tenderer is involved.
- 7.13. Copies of original certificates of registration etc., of the Inland Cutter suction dredger proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the Cutter suction dredger, Crew and machinery.

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- 7.14. Copy of clear title of the ownership of the Inland cutter suction dredger. If the tenderer is not the owner of the Inland cutter suction dredger, necessary documents in support of the authorization or lease granted by the owner of the cutter suction dredger to the tenderer to offer and operate the mechanized cutter suction dredger by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.
- 7.15. Check list for Techno-Commercial Bid.
- 7.16. Downloaded / Purchased Tender Document duly signed on all the pages by tenderer.
- 7.17. DCI reserves its right to inspect the Inspect the proposed Inland Cutter Suction Dredger and seek any other details / documents to ascertain the competence of the tenderer. Committee appointed to inspect the Dredger will decide suitability of the Cutter Suction Dredger and its crew as per tender conditions. As per Committee report if Inland Cutter Suction Dredger is not suitable for intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.

## **8. Bid Form**

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

## **9. Bid Prices**

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

## **10. Bid Currencies**

- 10.1. Prices shall be quoted in Indian Rupees only.

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

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

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

- 12.1. Pursuant to ITB Clause 7.2.5, the Bidder shall furnish, the Earnest Money Deposit by the way of e-chalan for an amount of Rs. **5,82,500/-** or unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalised Indian Bank. The same should be attached with the tender and placed in Cover-A. The Earnest Money Deposit shall not carry any interest.
- 12.2. The earnest money is required to protect the DCI against the risk of Bidder's conduct which would warrant the earnest money forfeiture, pursuant to ITB Clause 12.5.
- 12.3. The earnest money deposit shall be in the form of a Demand Draft, or a bank guarantee issued shall be valid for **(120)** days beyond the validity of the bid.
- 12.4. Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 21.
- 12.5. Unsuccessful bidders' earnest money deposit will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the DCI pursuant to ITB Clause 13 without interest.
- 12.6. The earnest money deposit may be forfeited:
  - (a) If the Bidder:
    - (i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
    - (ii) Does not accept the correction of errors pursuant to ITB Clause 21.2; or
  - (b) In the case of a successful Bidder, if the Bidder fails:
    - (i) to sign the contract in accordance with ITB Clause 29; or
    - (ii) to furnish performance security in accordance with ITB Clause 30.

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### 13. Period of Validity of Bids

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

### 14. Format and Signing of Bid

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

## D. Submission of Bids

### 15. Sealing and Marking of Bids

- 15.1. The Techno- Commercial Bid along with all enclosures to be put in a sealed cover superscribed with the words - **Cover-A** " Techno-Commercial Bid" for the work "Hiring of Inland Cutter Suction Dredger (IHC Beaver 5014/1200 series or equivalent) for carrying out dredging in Cochin Shipyard Ltd Cochin for a period of 4 (2+2)years (Spell Wise) from 2017-20" to be submitted on or before 15:00 Hrs.on 21.06.2017.
- 15.2. The Price Bid containing only tendered amount is required to be put in another sealed cover superscribed with the words – **Cover-B** "Price Bid" for the work "Hiring of Inland Cutter Suction Dredger (IHC Beaver 5014/1200 series or equivalent) for carrying out dredging in Cochin Shipyard Ltd Cochin for a period of 4 (2+2)years (Spell Wise) from 2017-20" to be submitted on or before 15:00 Hrs. on 21.06.2017.
- 15.3. Tenderer should ensure that his tendered amount as per Cover-B is not mentioned in any other document directly or indirectly. The duly sealed **covers A & B** are to be put in a separate main sealed cover superscribed

with the words "Hiring of Inland Cutter Suction Dredger (IHC Beaver 5014/1200 series or equivalent) for carrying out dredging in Cochin Shipyard Ltd Cochin for a period of 4 (2+2)years (Spell Wise) from 2017-20" to be submitted on or before 15:00 Hrs. on 21.06.2017.

- 15.4. If the outer cover is not sealed and marked as required by ITB Clause 15, the DCI will assume no responsibility for the bid's misplacement or premature opening.

**16. Deadline for Submission of Bids:**

- 16.1. Dead line for submission of Bid shall be as noted in Notice Inviting Tender.

**17. Late Bids**

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

**18. Modification of Bids**

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

**E. Opening and Evaluation of Bids**

**19. Opening of Bids by DCI**

- 19.1. The DCI will open all the outer covers containing both sealed Covers A and B of the bids and the Cover A Techno-Commercial Bids only in the presence of bidders' representatives who choose 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 a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for the DCI, the bids shall be opened at the appointed time and location on the next working day.
- 19.2. All the Covers B containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.
- 19.3. The bidders' names, bid modifications or withdrawals and the presence or absence of requisite Earnest Money Deposit and such other details as the DCI, at its discretion, may consider appropriate, will be announced at the opening of the "Techno-Commercial Bid". No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 17.

**20. Clarification of Bids**

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

**21. Preliminary Examination**

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

**22. Evaluation and Comparison of Bids**

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

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the

Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

- 22.3. The Inland Cutter suction dredger shall have the adequate amenities / arrangements / provisions. The Inland Cutter suction dredger should possess with all valid certificates to work in the areas along side quays of Cochin Shipyard Ltd, Kochi.

The Cutter suction dredger should be in good working condition and capable of dredging capacity of not less than average 4000 Cubic Mts of insitu quantity per day with cumulative monthly 1,20,000 Cum insitu to be dredged. The Cutter suction dredger should be capable of working round the clock and all weather conditions throughout the contract period.

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

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

## **F. Award of Contract**

### **24. Post –qualification**

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

### **25. Award Criteria**

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

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

DCI reserves the right at the time of award of contract to increase or decrease, up to 20% of the quantity of services originally specified in the Price schedule without any change in unit price or other terms and conditions.

Contract period is 130 days per year(Three Spells) for a period of four years. At the discretion of DCI, contract period can be extended or curtailed depending on CSL requirement in any spell during the year. In case work is extended by DCI in any spell based on the requirement, Contractor has to execute the work as per rates the quoted in Schedule of Rates / Negotiated Rates.

**27. Right to accept Any Bid and to reject any or All Bids**

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

**28. Notification of Award**

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

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

**29. Signing of Contract**

29.1. At the same time as the DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with DCI at his cost with in 10 days from the date of work order.

**30. Performance Security**

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

### **31. Corrupt or Fraudulent Practices**

- 31.1. The DCI requires that the Bidders/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DCI:
- 31.1.1. defines, for the purposes of this provision, the terms set forth below as follows:
- 31.1.2. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution and
- 31.1.3. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition;
- 31.1.4. Will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 31.1.5. Will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.
- 31.2. Furthermore, Bidders shall be aware of the provision stated in Clause 21.1 of the General Conditions of Contract.
- 31.3. The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved as per **Annexure-I**.
- 31.4. The Tenderer will have to give a certificate that he is not related to any officer of Dredging Corporation of India Limited or any officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The bidder shall also furnish a declaration along with his tender about the names of the relatives, who are employed in DCI as per **Annexure-II**.
- 31.5. The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid as per **Annexure-III**.

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- 31.6. The Tender shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid as per **Annexure –III**
- 31.7. The Tenderer shall furnish details of Bank Account for electronic transfer of payments as per attached Performa **Annexure-IV**.

**32. General:**

- 32.1. Bid Documents are not transferable.
- 32.2. Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.
- 32.3. The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 32.4. All Signatures in the Document shall be dated.
- 32.5. All Tender Documents shall be treated as private and confidential and must be returned back to DCI, without defacing or altering.
- 32.6. Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- 32.7. In case of corrigendum / addendum regarding the subject tender work, DCI will publish the same only on websites <http://eprocure.gov.in>, [www.dcitendersonline.com](http://www.dcitendersonline.com) & [www.tenders.gov.in](http://www.tenders.gov.in) . Tenderers are requested to see the websites accordingly.
- 32.8. After award of work, all correspondences must be made to the DCI Project office, Kochi where the Inland Cutter suction dredger services are to be provided.

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

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

**1. Definitions**

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

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

1.1.2. "Chairman and Managing Director (CMD)" means the Chairman and Managing Director of DCI.

1.1.3. "The Contract" means the agreement entered into between the DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.1.4. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

1.1.5. "The Contractor" means the individual or firm or company supplying the Services under this Contract and named in SCC.

1.1.6. "The Services" means all of the services which the Contractor is required to supply to the DCI under the Contract.

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

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

1.1.9. "Drawings" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

1.1.10. "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution. Completion or maintenance of the

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works or temporary works and includes (without thereby limiting the Foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.

- 1.1.11. "Site" means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the DCI for the purpose of the Contract.
- 1.1.12. "Engineer" means the DCI's official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.
- 1.1.13. "Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- 1.1.14. "Contractor" means the person or persons, firm or company who's tender / offer has been accepted by the DCI and includes the Contractor's Representatives, heirs, successors and assigns, if any permitted by the DCI.
- 1.1.15. "Project Manager" means the representative appointed by DCI from time to time for execution of project work.
- 1.1.16. "Excepted Risks" are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.1.17. "GCC" means the General Conditions of Contract contained in this section.
- 1.1.18. "SCC" means the Special Conditions of Contract.
- 1.1.19. "Day" means calendar day.
- 1.1.20. "Month" means the English calendar month.
- 1.1.21. "Singular / Plural" Word importing the singular only, also includes the plural and vice-verse where the context so requires.
- 1.1.22. "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.

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## **2. Application**

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

## **3. Standards**

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

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

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

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

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

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

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

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

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

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

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

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

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading equipment and ancillary spares, watch-keeping, lighting, fuel, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the completion work. For the purpose of payment towards Service Tax, the Service Tax registration number of the contractor shall be printed on the bill voucher. Service Tax component to be shown separately on bill.

**4.6. Contractor is Responsible for safety of the Inland Cutter suction dredger including men and material:**

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

**4.7. Contractor to Submit his Programme of Work**

Whenever required by the Project Manager or his Representative, the contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and / or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

**4.8. Contractor to Supervise the Works**

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

**4.9. Contractor to Deploy Qualified Men and Engineer's Power to Remove Contractor's Men.**

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

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

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

**4.11. Fossils, Treasure Troves, etc. are DCI's property**

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

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

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

- 4.12.1. Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
- 4.12.2. Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- 4.12.3. Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, foot paths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.
- 4.12.4. Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- 4.12.5. Pollution of waterway and damage caused to river, lock, sea-wall or other structures related to waterway, in transporting contractor's plants and materials.
- 4.12.6. The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the DCI and other agencies employed by or with the permission and / or knowledge of the DCI on or near the site of work.
- 4.12.7. Any damage to crafts/plant/equipment of CSL or third party which are directly attributable due to negligence of contractor.

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

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

- 4.13.1. Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.



- 4.13.2. Cleaning and removal from site the entire surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- 4.13.3. Precautionary measures to secure efficient protection of Docks, other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
- 4.13.4. Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefit and entry permits, wherever necessary.
- 4.13.5. Making arrangements in or around the site, as per the requirements of client or the Project Manager or his Representative, for preventing (i) spread of any infectious disease like smallpox, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractors or his Sub-Contractor's workmen (iv) deployment of workmen of age less than 16 years.
- 4.13.6. The Contractor should make his own arrangements at his cost for a suitable berth during non-working time, repair and maintenance, breakdown and any other purpose etc when the Inland cutter suction dredger is not being engaged by DCI.
- 4.13.7. The Cutter suction dredger should be adequately lit as per port rules / Concern Authority norms and regulations and should have adequate **lighting** arrangements has to be made during night hours at embarking and disembarking at the jetty or at the dredger and discharge end whether dredging or non-dredging hours or at any other place.
- 4.13.8. The Cutter suction dredger has to dredge wherever TSHD cannot be reached especially alongside of berth as per the instructions of CSL/Project Manager or any other officer nominated by the Project Manager.
- 4.13.9. The Contractor has to follow all safety regulations while carrying out the dredging and other works men / materials / laundry / gas cylinder or any other material required for the dredging operation.
- 4.13.10. In the event of the breakdown of the Deployed Cutter suction dredger or during maintenance of Cutter suction dredger, if any, when dredger is

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working, the Contractor has to replace the same with immediate effect without causing any hindrance to the works. The replaced Cutter suction dredger should not be changed in specifications as agreed previously. In the event the Contractor fails to make arrangement for a substitute Cutter suction dredger, DCI will arrange a substitute at the risk and cost of the Contractor. No mobilization or de-mobilization will be paid for the substitute of Cutter suction dredger.

4.13.11. In case of maintenance of cutter suction dredger, no payment will be made for the period for the time taken for maintenance of cutter suction dredger including sailing time of cutter suction dredger.

4.13.12. The Cutter suction dredger should be available for operations round the clock.

4.13.13. The rate quoted by the Contractor shall include all running expenses of the Cutter suction dredger including fuel, oil, grease, and wages of crew.

4.14. **Notice to Contractor**

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

4.15. **Contractor not to Publish Photograph Particulars of Work**

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

4.16. **Contractor to Provide Facilities to Outsiders.**

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

4.17. **Work to Cause Minimum Possible Hindrance to Traffic Movement**

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

#### **4.18. DCI's Lien on Contractor's Plant & Equipment**

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

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

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

### **6. Performance Security**

- 6.1. Within Ten (10) days from the date of receipt of the work order of award of the Contract, the Bidder shall furnish Performance Security to the DCI in the amount specified in the Special Conditions of Contract.
- 6.2. The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 6.3. A sum equal to 2.5% of the accepted value of the contract shall be deposited by the contractor within 10 days from the date of issue of work order by e- chalan or by way of irrevocable, unconditional Bank Guarantee

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from Scheduled / Nationalised Indian Bank as Performance Security Deposit in favor of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure enclosed. Bank Guarantee shall be valid throughout the Contract period.

- 6.4. Alternatively at contractor's option, EMD can be converted as part of the Performance security and balance amount shall be deposited by the contractor by e- chalan or by way of irrevocable, unconditional Bank Guarantee from Scheduled / Nationalized Indian Bank.
- 6.5. In case the contract is further extended, a sum equal to 2.5% of the accepted contract value for the extended period of contract shall be submitted against performance security.
- 6.6. Performance Security Deposit will not carry any interest. The same will be returned after successful completion of work upon No dues / No claims certificate submitted by party duly certified by the Project Manager. If Bank guarantee is submitted against Performance security, it should be valid till completion of work including extended period if any.
- 6.7. The performance security will be discharged by the DCI and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.
- 6.8. The Security Deposit up to 5% may be deducted from the Contractor's bill account. On successful completion of the contract, the Security deposit may be refunded to the contractor in the each year upon No dues / No claims certificate submitted by party.

## **7. Insurance**

- 7.1. The contractor shall without limiting his or the DCI's obligations and responsibilities insure in the joint names of the contractor and the DCI:
  - 7.1.1. The contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.
  - 7.1.2. Against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance).
  - 7.1.3. Against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen).

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- 7.1.4. The Cutter suction dredger shall have adequate / required number of life jackets, safety devices, fenders, anchors etc. The Cutter suction dredger along with crew and passengers shall be insured for any mishaps.
- 7.2. The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected.
- 7.3. The contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurance at all times.
- 7.4. If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to 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 to become to the contractor or recover the same as a debt due from the contractor.
- 7.5. In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.

## **8. Payment**

- 8.1. The Contractor's request(s) for payment shall be made to the Project Manager, DCIL Kochi in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 8.2. All the payment including Mobilization and De-mobilization charges will be released by Project Office Kochi to the contractor at the quoted / Negotiated rates for the quantities as certified and paid by Cochin Shipyard to DCI within (15) fifteen days after receipt of such payment from CSL. No interest will be paid incase of delay.
- 8.3. The daily dredging report is to be maintained by the contractor for the payment of services provided , which should be certified jointly by DCI and CSL representative and also for idle time charges if any which is attributable to DCI/CSL, Kochi. Running bill for the dredged quantity shall be considered for payment at the end of each calendar month as per quoted rate in the price schedule based on number of actual dredging days on submission of work done certificate duly certified by DCI Project Manager or his representative and same will be adjusted against the final bill. The payment will be released in conjunction with CI.1.25 of SCC.

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Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill.

- 8.4. The payment shall be made only by e-payment and the tenderer has to submit the e-payment details i.e., bank account details along with the tender.
- 8.5. Before releasing the final payment, after the work is completed the contractor is required to submit a no due certificate to the employer without prejudice to the claims raised by him before seeking the release of the final bill and the contractor shall not be entitled to invoke arbitration in respect of any claim that is not raised before the issue of a no claim or no dues certificate.

## **9. Prices**

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

## **10. Change Orders**

- 10.1. The DCI may at any time by a written order give to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor.
- 10.2. If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the DCI's change order.

## **11. Contract Amendments**

- 11.1. Subject to GCC Clause 10, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **12. Assignment**

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

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**13. Subcontracts**

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

**14. Delays in the Contractor's Performance**

- 14.1. The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the DCI in the Schedule of Requirements.
- 14.2. If at any time during performance of the Contract, the Contractor 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, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the DCI shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 14.3. Except as provided under GCC Clause 17, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

**15. Liquidated Damages**

- 15.1. Subject to GCC Clause 17, if the Contractor fails to perform the Services within the period(s) specified in the Contract, the DCI shall, without prejudice to its other remedies under the Contract, deduct from on annual Contract Price, as liquidated damages, a sum equivalent to 1% per week of the contract price will be charged for delay in completion of whole work subject to maximum 10% of the on annual contract price. Once the maximum is reached, the DCI may consider termination of the Contract pursuant to GCC Clause 16.
- 15.2. The decision of the Corporation in respect of Liquidated Damages shall be final and not to be subjected to the Arbitration.
- 15.3. The Contractor shall not be liable under this clause if the delays are due to any act or omission on the part of the Employer or due to the occurrence of force Majeure

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- 15.4. The above mentioned payment of LD shall be treated as genuine pre-estimate of damages and shall be in full satisfaction of Contractor's liability for the said delays.

## **16. Termination for Default**

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

16.1.1. If the Contractor fails to provide the service within 20 days, or within any extension thereof granted by the DCI pursuant to GCC Clause 14. Or

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

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

For the purpose of this clause:

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

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

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

16.3. The DCI may at any time terminate the contract by giving written notice of 14 (fourteen) days to the contractor without compensation due to:

- i) Default in performing the contract in accordance with the terms of the contract.

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- ii) Failure to provide substitute Cutter suction dredger within the period of 72 hours in case of breakdown of the Cutter suction dredger.
- iii) Stoppage of work by DCI due instructions from CSL

## **17. Force Majeure**

- 17.1. Notwithstanding the provisions of GCC Clauses 14, 15, 16 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 17.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 17.3. If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 17.4. If dredging is suspended due to force Majeure, fire, riots, strikes, civil commotion, Court directives etc., DCI shall not be responsible for any consequent damages or losses or costs involved including any loss/damage to the dredger. Extension of time shall be granted for the delay due to above reasons.

## **18. Termination for Insolvency**

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

## **19. Termination for Convenience**

- 19.1. The DCI may by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI's convenience, the

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extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of seven days will be given.

## **20. Settlement of Disputes**

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

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

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

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

20.3. Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The DCI shall pay the Contractor any monies due to the Contractor.

## **21. Limitation of Liability:**

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

## **22. Governing Language:**

22.1. 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.

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**23. Applicable Law**

- 23.1. The Contract shall be interpreted in accordance with the laws of India.
- 23.2. "As an ISO 14001:2004 (Environmental Management System) certified company DCI committed for prevention of pollution by implementing environmental friendly operational procedures. Hence, the contractor shall comply with all statutory and regulatory requirements pertaining to Environmental Protection. Also the Contractor shall adopt the environmental friendly procedures for execution of the work to the maximum possible extent."

**24. Compliance with Statutory Requirements:**

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

**25. Taxes and Duties**

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

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If any new taxes and / or increase in existing taxes and duties are imposed subsequently by Central / State Government which will be applicable to this contract and reimbursed based on receipt of payment.

**26. Income Tax Deduction:**

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

**27. Notices**

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

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

\* \* \*

**SECTION IV**

**SPECIAL CONDITIONS OF CONTRACT  
(SCC)**

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

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

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

**1. SCOPE OF WORK:**

Dredging Corporation of India intends to sub-contract part of the Dredging work, approximately 4 Lakhs Cum (+ or – 20 %) by hiring CSD (IHC Beaver 5014/ 1200 series or equivalent) for carrying out dredging in front of berths Q1, Q3 and other areas of Cochin Shipyard Ltd on daily hire basis from experienced Dredging contractors owning suitable Inland Cutter Suction Dredger(s) capable of dredging average 4000 Cubic Mts of insitu quantity per day with cumulative monthly 1,20,000 Cum insitu to be dredged.

SI No.	Area	Length	Width	Depth	Tentative month of dredging/ spell
01	Quay-I (North end) Ch 180 -290m& RD Mouth	110 M	90 M	(-) 8.50 to 9.50 M from CD	45+13(ISRF Area) Dredging days Spell /year to be carried out in Mar to April.
02	Quay-III (South end) Ch.400 -620m	220 M	120 M	(-) 10.0 M	
03	BD mouth	87	25	7.5	45+13(ISRF Area) Dredging days in Spell/ year to be carried out in Aug, Sept to Oct
04	Other areas (RD/TSHD inaccessible areas/vessels)				
05	ISRF Wellington Island Other Areas	As directed by CSL / Including dock mouth ISRF, Wellington Island.			13 days /spell in the month Dec every year.

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The overall deployment will be considered 3 (three) times / year i.e. March & April (2) August to Oct and (3) in the month of December / year. (Depth shown in drawing are depth at the time of survey)

CSL required dredging at ISRF area for a period of 13 days i.e. (1) in April (2) in Aug, and 3) in Dec each year. In case, one more time dredging at ISRF in a particular year is required by CSL, Contractor has to make arrangements to deploy CSD for which separate mob/ de-mob shall be paid.

Design depth specified above has to be achieved from face of jetty up to 20 m (Q1 & Q3 ) and beyond 20m ; shallow areas has to be dredged up to 7.5 m to facilitate TSHD dredging . These depths have to be achieved within stipulated contract period failing which LD will be applicable as per Cl.15 of GCC

The duration of contract is 130 days in a year in three spells. Vertical tolerance is 0.5 m and Horizontal 15m, Slope 1 :6, The material dredged by CSD shall be open discharged with sufficient length of floating pipes (approx. 450m, however length will be decided during course of operation ), enabling to be picked up by DCI TSHD's for disposal by double handling.CSD contractor should facilitate DCI TSHD for double handling without any hindrance.

- 1.1. The tender is invited for deployment of CSD in three spells as indicated elsewhere for a period of 130 dredging days in a year for a period of 4(2+2) years. DCI will place the work order on Spell to Spell basis in each year. Contractor shall be informed and work order shall be placed one month in advance which includes mobilization period.
- 1.2. DCI possess CSD in their fleet and DCI may deploy CSD of their own in case considered necessary for deployment at CSL in any spell.
- 1.3. Work order shall be issued on spell wise in one month advance and work required to commence in 30 days which includes mobilization period of 20 days and dredging to be completed in each spell as per the time line indicated.
- 1.4. DCI invited tender for hiring of CSD for a period of 4 years as per the Scope of work (SCC). During the tenure of the contract, due to any other reasons, the deployment of CSD is considered not required in a particular spell, the same shall be notified to the contractor well in advance to take suitable action for deploying the CSD elsewhere during the particular period. Please note that Contractor shall not have any right to claim additional charges on this account

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- 1.5. Penalty at the rate of 1% per week of contract value will be imposed if the dredging work does not commence after 20 days from the date of work order/ date of intimation regarding commencement of dredging for particular spell. However, the commencement of work shall be 30 days inclusive mobilization period.
- 1.6. The Material to be dredged consists of Sand, Silty, Soft Marine clay and its constituents. During dredging it is expected that concrete blocks , gravel , Iron rods etc likely to be encountered and if encountered same shall be considered as underwater obstructions upon inspection /certification by CSL and DCI representatives. The contractor shall undertake dredging in any other location or areas as instructed and no claim of any sort shall be made for deviating from the original dredging plan. The Contractor shall satisfy himself with the sea bed conditions and no claim will be entertained on the ground that the material to be dredged is different. The material dredged by the CSD shall be open discharged with sufficient length of floating pipe line, enabled to pick up by DCI TSHD for disposal by double handling.
- 1.7. Throughout the contract period, the contractor shall ensure that the work is carried out without causing any obstruction to or interference with the normal traffic in the harbour. The floating pipe line should be shifted during TSHD dredging time and repositioned after dredging. No idle time will be paid for those operations and the anchors laid to keep the line in position should not hinder the movements of the vessels and DCI's TSHD.
- 1.8. Care and precaution shall be taken to see that the dredged material discharged openly is dispersed and spread evenly to ensure non-piling up of material and the same does not flow back towards the jetty frontage and cause siltation.
- 1.9. The Mobilization and de-mobilization shall be paid only for one dredger irrespective of number of dredgers. In case CSD is mobilized/ demobilized for commencement of dredging for any of the spell from within the Kochi, no mob/demobilization charges will be payable by DCI.
- 1.10. In case the Dredger is hired by the tenderer, the period of hire should be on par with the period of contract and an agreement to that effect signed by the owner on stamp paper duly notarised should be produced along with the tender.
- 1.11. The Tenderer should submit the Technical specifications of the Dredger and equipment proposed to be deployed for the subject work in the technical bid.

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- 1.12. The Tenderer is deemed to have inspected the areas of dredging and have complete knowledge before tendering. The Tenderer shall inspect the area of work at his own cost and thoroughly acquaint him self with the site conditions. All the costs for execution of the works deemed to have been included in the Tender and no claim whatsoever in this regard shall be entertained.
- 1.13. The Tenderer shall mobilize the Dredger, equipment in operational condition and crew of the dredger within 20 days from the date of the Work Order. The dredging to be carried out following the scope of work and as per the instructions of DCI Representative.
- 1.14. Before Mobilization of the Dredger and commencement of the dredging, the Tenderer should submit his programme of work and the Details of equipment proposed to be utilised for the dredging for the approval of DCI with in seven days from the date of receipt of work order.
- 1.15. The tenderer shall arrange for inspection and trial run of the proposed CSD along with relevant documents by the committee of DCI and lodging boarding travel arrangement of DCI official shall be borne by DCI. Making the arrangements of CSD ready for inspection is borne by Contractor, as and when asked by DCI and all other related expenses shall be born by the tenderer. The place where the Dredger is stationed is also to be indicated in the tender for inspection. The tenderers having only such technically qualified dredger shall be considered for opening of price bid.
- 1.16. The necessary Boat shall be provided by the Contractor to transport the men and material of Dredger from shore to Dredger and for shifting of the pipeline equipment at his own cost.
- 1.17. The contractor should provide a suitable Boat at his own cost for having routine visits on dredging activities by DCI and CSL representative as and when required to and from CSD
- 1.18. In case of breakdown of the Dredger for more than three days, the Contractor shall arrange suitable substitute Dredger for dredging works. No separate Mobilisation will be made for such Dredger during break down period.
- 1.19. The Contractor shall install suitable communication system for proper communication with DCI Project Office, Naval Authorities and also with Port control. For installation and usage of communication system, Contractor shall obtain necessary license and permission from statutory authorities concerned at his own cost.

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- 1.20. The tenderer shall make their own arrangements for establishing office on shore with all amenities.
- 1.21. Daily Dredging Reports shall be maintained on board dredger duly signed by the representative of the DCI, CSL, and Master of dredger and shall submit to DCI, the Daily Dredging Report in duplicate on the following day before noon.
- 1.22. The Dredger must have all necessary life saving equipments such as life Buoys and life Jackets as per applicable governing Rules, laws etc.
- 1.23. All the required statutory certificates must remain valid through out the entire period of contract, including extension period, if any.
- 1.24. The crew provided for manning the Cutter suction dredger should be qualified, experienced and competent to operate the Cutter suction dredger.
- 1.25. The Cutter suction dredger should be capable to operate in sea and weather conditions prevailing in the area throughout the year.
- 1.26. The contractor has to achieve a monthly cumulative production of 1,20,000 CUM based on insitu quantity, failing which shortfall quantity will be proportionately converted to period and proportionately hire charges will be reduced.
- 1.27. **Measurements:**
  - a. Soundings will be taken at the line interval of 10 mts and sounding interval of 5 mts of dredging areas including side slopes formed by dredging.
  - b. The volume shall be calculated on the basis of the soundings taken before commencement and after completion of dredging in the areas between dredging limits and slopes formed by using Simpson's rule.
  - c. Soundings will be taken up to an accuracy of 100 MM whatever material dredged within design depth and on either side of the dredging limits of particular Zone shown in the chart and side slopes will be 1:6 in calculation of dredged volumes. RA and Final bills will be settled on the back to back basis.
- 1.28. **Mobilization & De-mobilization**
  - a. The work shall commence within 20 (twenty) days from the date of Work Order in each spell. Payment for Mobilisation of dredger shall be

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made within 15 days of its arrival and commencement of dredging and upon receipt of payment from CSL whichever is later.

- b. The De-mobilization of the dredger and its equipments will be permitted with the consent of CSL/ DCI upon completion of the entire work and on clearance of site in all respects within 15 days after completion of dredging.
- c. Total Mobilization and De-mobilization charges shall not exceed 10 % of the sum quoted for dredging.

**1.29. Soundings and Charts:**

- a. Surveys will be carried out by DCI before commencement of dredging and immediately on completion of dredging along with Contractor and CSL representatives. Monthly progressive joint surveys shall also be carried out by the DCI along with representative of Contractor before releasing of monthly dredging bill.
- b. A representative of the Contractor will accompany DCI Survey team along with CSL representative, while carrying out Pre and post dredging surveys.
  - i. On handing over the dredging area, soundings will be taken with Echo sounder.
  - ii. For the purpose of assessing the progress of dredging, soundings will be taken by Echo-sounder as deemed necessary at regular intervals by the contractor.
  - iii. Soundings will be taken by Echo sounder on completion of dredging at the site for calculating the final quantity dredged.
  - iv. However, DCI will not responsible:
- c. For carrying out Hydrographic surveys in inaccessible areas viz. underneath jetties and in and around other marine structures.
- d. For assessment of quantity of material to be dredged or dredged from such inaccessible areas for any claim thereof.
- e. For the siltation taking place in the dredging area during the period of Dredging, or at any other place due to bursting of Contractor's pipeline / Spillage at a place from where DCI TSHD Dredger cannot pickup. In the above case contractor has to make his own arrangements to clear the same at his own cost.

**1.30. Water, Fuel and other consumables for Dredger.**

- a. The Contractor shall have to make his own arrangement for fresh water and fuel at his own cost. However, if available our client shall endeavor to supply water by shore connections. If supplied by our client the contractor has to pay for such supplies at the rates indicated by the client.
- b. Fuels, Oils and other consumables required for the dredger shall be arranged by the contractor at his cost.

**1.31. Berthing Facility for Maintenance.**

The contractor shall have to arrange for the berthing facility for the dredger. In case the contractor has to make use of berth facility of CSL/Port; for any facility rendered by them will be borne by the contractor only. No compensation shall be paid to the Contractor by DCI for the time utilized for routine maintenance and special repairs due to breakdown etc., of his dredger(s), other crafts, equipment of dredger and pipeline.

**1.32. Port Dues.**

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

**1.33. Idle time charges.**

In the following events, idle time of the dredger shall be charged at the rate quoted in the tender:

- a. Dredger kept idle for beyond six hours continuously in a day on written instructions of CSL/ DCI.
- b. Dredging operations suspended due to underwater obstructions as certified by CSL/ DCI.
- c. Idling of dredger due to non-availability of dredging area as certified by CSL/DCI.
- d. The time taken for Suction mouth clearance, pipeline shifting, pipeline anchor shifting, extension of pipeline, arresting leakage of pipeline, stoppage of dredging for survey works, shifting of dredging for next cut, patch clearance etc shall not be considered as Idle time.

**1.34. Quoted rates.**

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

**1.35. Loss or damage due to Crafts/ personnel.**

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

**1.36. Navigational channel to be kept free**

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

**1.37. Working time.**

The contractor is free to work throughout the day and night and even on holidays. The security entry passes for the workmen and staff of the contractor will be at contractor's cost. However DCI will assist the contractor in obtaining the security entry passes.

**1.38. Fossils etc.**

All fossils, articles of value or antiquity and structures and other remains or things of Geological or Archaeological interest discovered during the work shall be deemed to be the absolute property of DCI's client and the contractor shall take responsible precautions to prevent their workmen or any other persons from removing or damaging any such articles or things and shall immediately upon discovery thereof and before removal intimate DCI / Client of such recovery.

**1.39. Return of labour**

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The Contractor shall deliver to the DCI a return in detail in such form and at such intervals as may be prescribed showing the staff on board the dredger and the Names with age of the other staff from time to time employed by the Contractor ashore.

**1.40. Official secrets**

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

**1.41. Extension of Time**

Suitable extension of time for completion of work shall be granted if the quantity of dredging exceeds the tendered quantity with + 20% variation. The decision of DCI in this regard shall be final.

**1.42. Failure of the Contractor**

If the contractor abandons the contract or fails to commence the work without valid reasons or unable to maintain sufficient progress as per the agreed programme, DCI may alter giving 14 days notice in writing to the contractor, carryout the remaining work in full or part as deemed necessary at the cost and risk of the contractor. If due to failure of the contractor to maintain sufficient draft in the channel, ship movement in the channel, is hampered, the loss or damage suffered by DCI or its Clients shall be recovered from the contractor.

**1.43. Fore Closure of the contract**

If at any time after award of the contract, DCI for any reason whatsoever does not require the whole or any part of the work to be carried out, DCI shall give 14 calendar days notice in writing to that effect to the contractor. The contractor shall not have any claim to compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of such work. The contractor shall be paid at contract rate for the works executed and the De-mobilization charges.

**1.44. Stand by charges**

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In case CSD along with all related crafts and ancillaries have to be kept standby as per written instructions of DCI/CSL, standby charges will be paid during non-operational period. In case of recommencement of dredging after standby period then rate of dredging will be as per BOQ.

## 2. Performance Security (GCC Clause 6)

As specified in the clause No.6 of the GCC

## 3. Price Variation Clause (GCC Clause No.9)

- 3.1. The rate quoted in the tender shall be with due consideration to the method of measurement specified in the contract. All prices are to apply equally to executing the work in difficult or easy situations and no claim shall be made, entertained or considered as to proportions of the work actually falling into these categories. Rates are to be quoted comprehensively valid for entire work.
- 3.2. Any variation ( increase / decrease in prices of fuel actually used for the dredger shall be paid / adjusted as per the standard escalation clause with fuel element factor as 0.28 and as detailed as below;

$$V=0.85 Q X R [(P - P_o)] / P_o$$

V = Variation in price on account of fuel during the month under consideration.

P = The enhanced / decreased price of fuel inclusive of all taxes, duties, levies etc. for the supplies made to the dredger at Cochin obtained from IOC/BPCL at actuals as per invoice, all inclusive.

P<sub>o</sub> =The base price of Fuel as prevailing at cochin as on placement of work order inclusive of all taxes, duties etc obtained from IOC/BPCL at actuals as per invoice, all inclusive.

Q = Fuel element factor has been predetermined as 0.28.

R = Value of the work during the month under consideration as per relevant item of bill of quantities excluding mobilization and de-mobilization fees.

## 4. Liquidated Damages (GCC Clause 15)

GCC 15.1—Applicable rate: 1% per week of contract price.

Maximum deduction: 10% of contract price

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

CONTRACTOR



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

- i) The decision of the Director (Ops. & Tech.) shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications, designs and drawings and instructions concerning the works or the execution or failure to execute the same arising during the course of work and in the maintenance period. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the Director (Ops & Tech).
- ii) Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above (i) or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by Chairman and Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof. This Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The sole Arbitrator is prohibited from awarding any interest in the award either for the pre reference period or pendent. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

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

Add as Clause 24

### **24.2 Provident Fund Contributions:**

The bidder shall process an independent PF Code number obtained from the concerned PF Commissioner and submit the photocopy of the same along with the tender. If the same is not submitted with the tender the bidder

CONTRACTOR

shall obtain the same and produce to DCI before the issue of the work order.

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

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

of labour component value from the bill and remit the amount to DCIL, ECPF Fund. However, the percentage of recovery will be as per PF rules vary from time to time.

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

CC 28.1—Contractor's address for notice purposes:

GENERAL MANAGER (OPS)  
DREDGING CORPORATION OF INDIA LIMITED.  
"DREDGE HOUSE", PORT AREA,  
VISAKHAPATNAM - 530 035.  
ANDHRA PRADESH (INDIA)  
TELEPHONE No. 0891- 2871299, 2529840  
FAX: 0891-2550 851, 2560581, 2565920  
E-MAIL ID: [hodops@dci.gov.in](mailto:hodops@dci.gov.in)

## **8. Sunken Equipment:**

If any equipment (floating or otherwise) belonging to the Contractor or Sub-Contractor or any material or things therein or thereafter sink from any cause whatsoever, it shall immediately reported by the Contractor to the Competent Authority and Contractor shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as CSL / DCI may direct.

The fact that the sunken equipment, material or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Contractor from his obligations under this clause to raise and remove the same.

CONTRACTOR

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 / CSL / DCI.

In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, CSL / 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 CSL / 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 CSL / DCI or may be deducted by the CSL / DCI from any money due or which may become due to the Contractor.

9. In the event of breach of contract by the tenderer and / or the contract is cancelled due to default on the part of the tenderer and /or the balance work is awarded to another agency to be carried out at the risk and cost of the tenderer committing the breach of contract or default, the corporation is entailed to withhold any sum due to the tenderer towards the sum due as a result of said breach or default.
10. If the contractor abandons the contract or fails to commence the work without valid reasons or unable to maintain sufficient progress as per the agreed programme, DCI may after giving 7 days notice in writing to the contractor, will carry out the remaining work in full or part as deemed necessary at the cost and risk of the contractor. The cost incurred due to the contractors default as above, will be deducted from any payment due or becomes due to the contractor or from any other contract without prejudice to any other method of recovery.
11. The dredging at ISRF Willington Island is required 3 times in a year, if required by CSL, contractor should be in position to mobilize craft for third time also in that year.. Preferable April, Aug and Dce in a year). The duration shall be approx. 13days in each deployment and length of pipeline approx. 400-450m is required for disposing the dredged material adjacent to LDCL jetty or any other suitable location for taking with TSHD. Before commencement of CSD dredging work a low draft TSHD shall be deployed to create a pit for the collection of dredged materials and the materials and the materials shall be periodically taken and disposed to outer sea.

\*\*\*\*\*

CONTRACTOR

**SECTION V**

**TECHNICAL SPECIFICATION**

**SECTION V**  
**TECHNICAL SPECIFICATION**

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

CONTRACTOR

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

**SECTION – VI****SAMPLE FORMS****TABLE OF FORMS**

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

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

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

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

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

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

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

The **Details of the Cutter suction dredger Proposed for Hire** duly filled in should be submitted along with the Techno-Commercial Bid.



**1. Bid Form**

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

To:

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

Gentlemen:

Having examined the bidding documents including Addenda NOs *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver "Hiring of Inland Cutter Suction Dredger (IHC Beaver 5014/1200 series or equivalent) for carrying out dredging in Cochin Shipyard Ltd Cochin for a period of 4 years (2+2) (Spell Wise) from 2017-20" in conformity with the said bidding documents for the sum or such other sums as may be ascertained in accordance with the Schedule of Prices submitted separately as a Price Bid and made part of this Bid. We undertake, if our Bid is accepted, to provide the services in accordance with the schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents. We agree to abide by this Bid for the Bid Validity Period specified in the document and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive. We certify/confirm that we comply with the eligibility requirements as specified in the bidding documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017\_\_\_\_\_.

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

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

CONTRACTOR

**2. PRICE SCHEDULE****PREAMBLE TO PRICE BID**

1. The items given in the Bill of Quantities are for "Hiring of Inland Cutter Suction Dredger (IHC Beaver 5014/1200 series or equivalent) for carrying out dredging in Cochin Shipyard Ltd Cochin for a period of 4(2+2) years (Spell Wise) from 2017-20" with their men and equipment.
2. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
3. Rates quoted should be excluding Service Tax.
4. No other charges, other than those specified in the tender conditions shall be payable.
5. Though BOQ, item No.1 is for 24hr basis or pro-rata, item No.1 will be paid only for actual pumping hours in a day of 24hrs on pro-rata. Pumping hrs has to be jointly certified by DCI and CSL and party is requested to quote for daily hire rate accordingly
6. Total Mobilization and de-mobilization charges shall not exceed 10 % of the sum quoted for dredging ( item no 1) and in case exceeded the same will be restricted .Hence the Mob and shall be quoted accordingly.
7. In case CSD has to be kept standby as per written instructions of DCI, standby charges will be paid during that non-operational period. In case of recommencement of dredging after standby period then rate of dredging will be as per BOQ. Standby period per year will be limited to 14 days per year.
8. Total Idle time payable for the entire work (including extended contract period) will be limited to 30hrs/ year.
9. No compensation shall be paid in case actual dredging days for a spell or for a year are lesser than quantity mentioned in BOQ.

CONTRACTOR

**COVER – B**  
**( PRICE BID)**

**NAME OF WORK:** Hiring of Inland Cutter Suction Dredger (IHC Beaver 5014/1200 series or equivalent) for carrying out dredging in Cochin Shipyard Ltd Cochin for a period of 4 years (Spell Wise) from 2017-20.

Sr No	Description	Unit	Qty	Rate (Rs)	Amount (Rs)
1	Hiring of Inland CSD (IHC Beaver 5014/1200 series or equivalent) for carrying out dredging at in front Q1, Q3, and dock mouth, ISRF Willington Island as per the requirement of Cochin Shipyard Ltd Cochin on daily hire basis with capable of dredging minimum insitu quantity of 4000 cum per day and cumulative insitu quantity of 1,20,000 Cum per month including floating pipeline 250 to 450 mtrs length, laying and shifting of anchors on as and when required etc including cost of all plants such as pipeline boats for shifting, extension of pipeline, fuel, lube oils, men and materials etc., all complete, for the entire period of contract including extension period, if any. (During Breakdown / repairs/ Maintenance / Bunkering time, CSD shall be treated as off hire and daily hire charges are not payable).  Dredging in front Q1, Q3, and	Per day of 24:00 Hrs. and prorate thereof,	130 days in a year in three spells	..... per day	

CONTRACTOR

Sr No	Description	Unit	Qty	Rate (Rs)	Amount (Rs)
	dock mouth and other areas: 90 days(ie April- May 45 days and Sept- Oct 45 days dredging) every year  Dredging at ISRF Willington Island. The deployment is 3 times in a year for 4 years:  Preferably April, Aug and Dec-13 dredging days during each month				
2	Mobilization charges	Per occasion	3 times in a year	Rs..... per occasion	
3	De-mobilisation charges	Per occasion	3 times in a year	Rs..... per occasion	
4	Idle Time Charges	Per Hour and pro-rata thereof.	30 Hrs. in a year	Rs. .... per hr or prorata thereof	
5	Stand by charges of CSD along with ancillary crafts	Per Day or pro-rata thereof	14 days in a year	Rs. .... per day or pro-rata thereof	
Total for <b>one</b> year(exclusive of service tax)					
Total for <b>Two</b> years (exclusive of service tax)					

Note: **Rates quoted above shall be valid for a period of 4 (2+2) years (exclusive of service tax) and no escalation is given on rates.**

CONTRACTOR

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

Bank Guarantee No:

Date:

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

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

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

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

THE CONDITIONS of this obligation are :

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

We undertake to pay to the Corporation up-to the above amount upon receipt of his first written demand, without the Corporation having to substantiate his demand, provided that in his demand the Corporation will note that the amount

CONTRACTOR

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.....(Rupees .....only) and will remain in force up to 120 days from the date of submission 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 .....2017

For

.....

(Indicate Name of the Bank)

**4. FORM OF CONTRACT AGREEMENT**

This agreement made this .....day of .....BETWEEN the ..... , a body corporate under ..... having its registered office at ..... (here in after called "the Employer", "which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the One Part AND .....

.....(Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (Hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part.

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

CONTRACTOR

- Conditions of Contract
- Specification for the Works
- Price Bid
- Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent(to be enumerated).

3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.

4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs.....(Rupees.....) at the times and in the manner prescribed by the Contract.

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

Signed and sealed by:

**CONTRACTOR**

Signature :

Name :

Designation :

Seal :

In the presence of

Witness

a) Signature

Name & Address:

**EMPLOYER**

Signature:

Name :

Designation

Seal :

Signature

Name& Address:

CONTRACTOR



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

Bank Guarantee No.

Date

To

Dredging Corporation of India Limited

.....  
.....

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

2. We, .....

(indicate the name of Bank)

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

CONTRACTOR

Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ..... (say) ..... only).

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

4. We ..... further

(Indicate name of the Bank)

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

5. We, ..... further agree

(Indicate name of the Bank)

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

CONTRACTOR

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

7. We, ..... lastly undertake not to

(Indicate name of the Bank)

Revoke this guarantee during its currency except with the previous consent of the DCI in writing.

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

Dated the .....day of .....2017

CONTRACTOR

## **6. Qualification Requirements**

(Referred to in Clause 11.2 of ITB)

### **A) Financial Qualification :**

The bidder should furnish

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

### **B) Technical Qualification:**

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

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

CONTRACTOR

**7. Details of the Cutter suction dredger Proposed for Hire**

1. Name of the Vessel :
2. Name of the owner :
3. Builder's name and Address :
4. Year of built :
5. Main dimensions :
  - Length :
  - Breadth :
  - Depth :
  - Draft :
6. Make and age of dredger :
7. RPM of Pump :
8. Make of Pump :
9. Horse Power of Engine :
10. Speed of Cutter suction dredger :
11. Particulars of registry of Cutter Suction Dredger and year of registry. :
12. Estimated production of the dredger :
13. Registration Certificate :
14. Communication system held in operational condition on board. :
15. LSA (Life Saving Appliances) :
16. FFA (Fire Fighting Appliances) :
17. Place where the Cutter Suction Dredger Is presently available. :

CONTRACTOR

18. Discharge pipe diameter :
19. Length of floating pipeline available :
22. Type of Cutter suction dredger :

A)

- i) Ocean going
- ii) Inland
- iii) Other (If others please specify)

B) Steel Hull Construction / Others:

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

CONTRACTOR

**SECTION VII**

**CHECK LIST FOR**

**TECHNO-COMMERCIAL BID**

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

1. A Bid Form **except** the Price Schedule
2. A list of works tendered for and in hand/being executed as on the date of submission of tender.
3. A detailed list of vessels / equipment available with the tenderer and which are proposed for deployment for the work.
4. Details of the Cutter suction dredger Proposed for Hire
5. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
  - Audited balance sheet for the last three years;
  - Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:
    - Brief description of the work
    - List of equipments deployed
    - Contract amount
    - Time limit for completion
    - Whether the work has been completed within the stipulated time.
    - Whether any liquidated damages have been levied.
6. Earnest money deposit in the form of
  - e- chalan or
  - Bank Guarantee
7. PAN Number
8. Registration with Provident Fund Authorities
9. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.

CONTRACTOR



10. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
11. Information regarding any current litigation in which the tenderer is involved.
12. Copies of original certificates of registration etc. of the Cutter suction dredger proposed to be offered to DCI including copy of the existing insurance policy covering the Cutter suction dredger, crew and third party.
13. Copy of clear title of the ownership of the Cutter suction dredger. If the tenderer is not the owner of the Cutter suction dredger, necessary documents in support of the authorization granted by the owner of the Cutter suction dredger to the tenderer to offer and operate the Cutter suction dredger by the tenderer. (This authorisation shall be executed on a stamp paper duly notarised).
14. The bidder shall have to give a Certificate as specified in Clause 27 of GCC.
15. Downloaded / Purchased Tender Document duly signed on all the pages by tenderer.

**PROFORMA**

Date:

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

Sir,

Sub: Tender for "Hiring of Inland Cutter Suction Dredger (IHC Beaver 5014/1200 series or equivalent) for carrying out dredging in Cochin Shipyard Ltd Cochin for a period of 4 years (Spell Wise) from 2017-20 " - Reg.

A. With reference to your Tender No. DCI/OPS/CSL/Inland CSD/2017 dated: 23.05.2017 and as per Clause No. 31.2 of ITB, we hereby certified that, we do not have any current litigation with any party/ firms.

**'or'**

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

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

Thanking you,

Yours faithfully,

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

CONTRACTOR

PROFORMA

Date:

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

Sir,

Sub: Tender for "Hiring of Inland Cutter Suction Dredger (IHC Beaver 5014/1200 series or equivalent) for carrying out dredging in Cochin Shipyard Ltd Cochin for a period of 4 years from 2017-20" - Reg.

A. With reference to your Tender No. DCI/OPS/ CSL/Inland CSD /2017 dated: 23.05.2017 and as per Clause No.31.3 of ITB, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

**'or'**

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

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

Thanking you,

Yours faithfully,

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

CONTRACTOR

## PROFORMA

Date:

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

Sir,

Sub: Tender for "Hiring of Inland Cutter Suction Dredger (IHC Beaver 5014/1200 series or equivalent) for carrying out dredging in Cochin Shipyard Ltd Cochin for a period of 4 years (Spell Wise) from 2017-20" - Reg.

A. With reference to your Tender No. Tender No. DCI/OPS/ CSL/Inland CSD /2017 dtd. 23.05.2017 and as per Clause No. 31.4 of ITB, 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.

B. As per Clause No. 31.5 of ITB, we hereby certify that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

CONTRACTOR

PROFORMA

Date:

To  
The General Manager (P-1),  
Dredging Corporation of India Limited,  
'Dredge House', Port Area,  
Visakhapatnam – 530 001.

Sir,

Sub: Tender for "Hiring of Inland Cutter Suction Dredger (IHC Beaver 5014/1200 series or equivalent) for carrying out dredging in Cochin Shipyard Ltd Cochin for a period of 4 years (Spell Wise) from 2017-20" - Reg.

A. With reference to your Tender No. DCI/OPS/ CSL/Inland CSD /2017, dated: 23.05.2017 and as per Clause No.31.6 of ITB, we hereby furnished our Bank Account details for payment through E-transfer as follows:

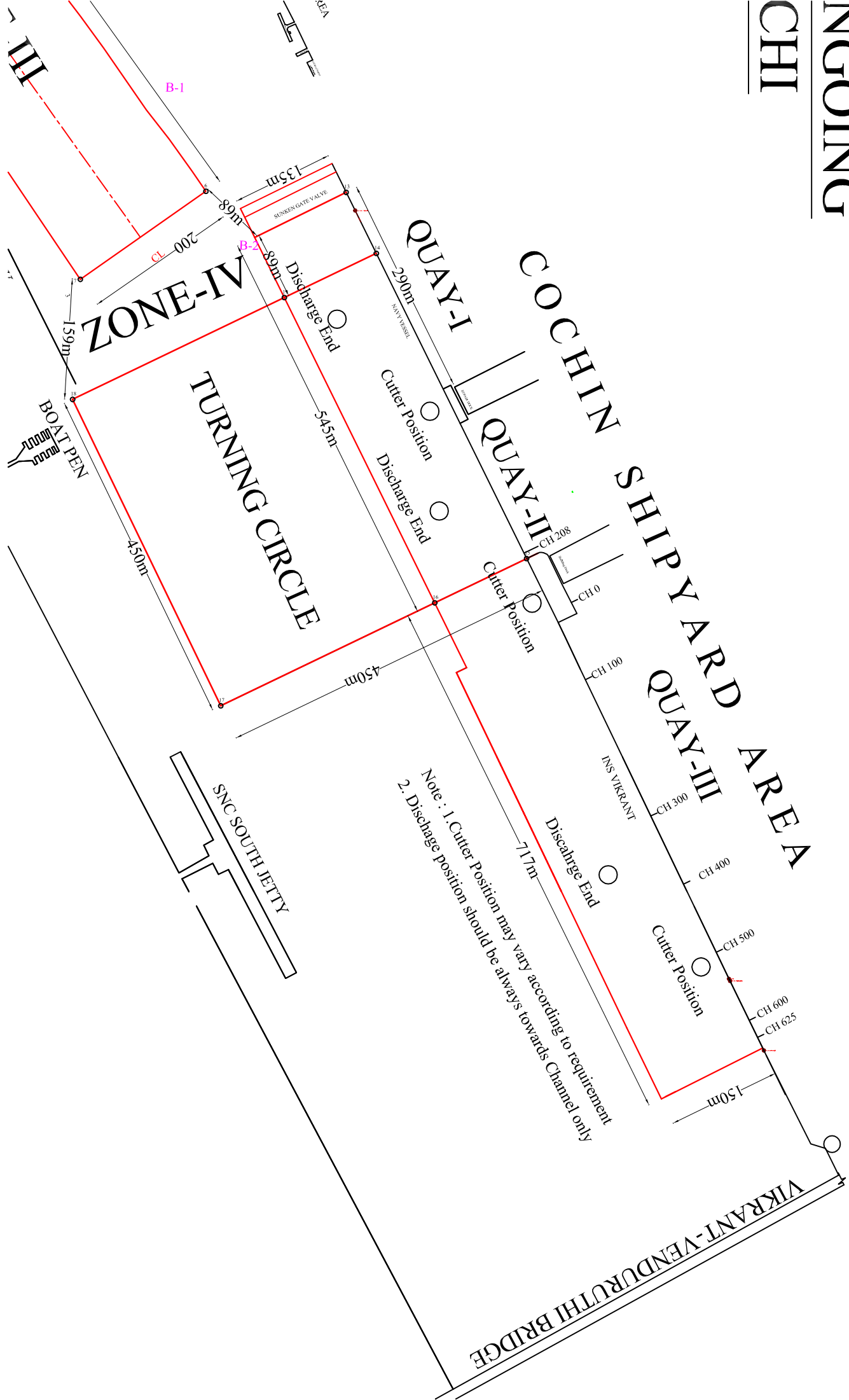
- 1. Name of the Firm : .....
- 2. Name of bank : .....
- 3. Name of branch : .....
- 4. Account No. : .....
- 5. IFSC No. of the Bank : .....

Thanking you,

Yours faithfully,

ENCLOSE CHART IN PDF

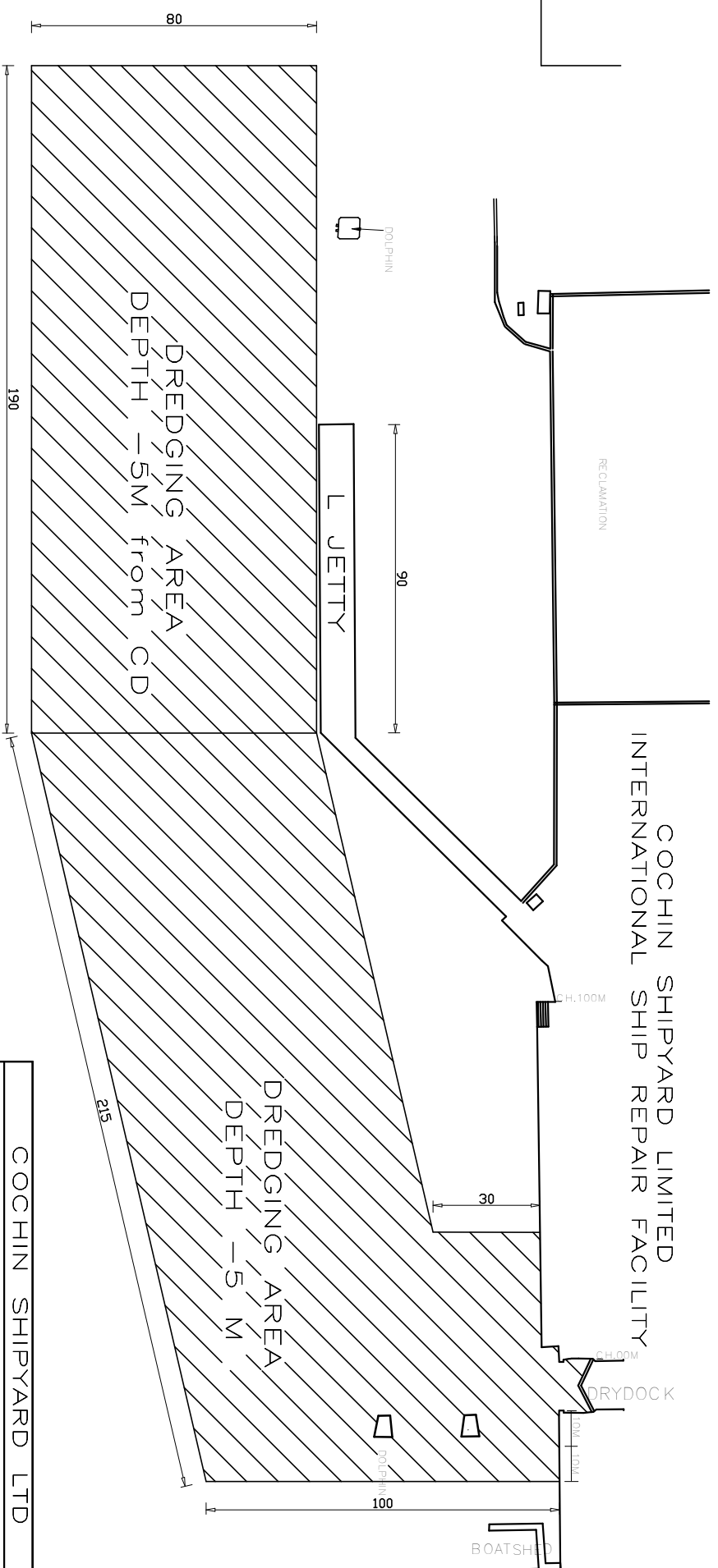
CONTRACTOR



Note : 1. Cutter Position may vary according to requirement  
 2. Discharge position should be always towards Channel only



LDCL JETTY



COCHIN SHIPYARD LIMITED  
INTERNATIONAL SHIP REPAIR FACILITY

COCHIN SHIPYARD LTD  
CIVIL ENGINEERING DEPARTMENT  
PROPOSED DREDGING AREA

DRG. NO.	SCALE	NTS	DATE	16.01.2017
MANAGER: CIVIL	ASST. G.M. (CIVIL)		DRY. G.M. (CIVIL)	