

DREDGING CORPORATION OF INDIA LTD
PROJECT OFFICE -KOCHI

Ref: DCI/KOC/OPS/SNC/CSD/CSD/2020-21

Dated: 01-11-2020

CORRIGENDUM # 2

Sub: Maintenance dredging of area behind the naval jetties at southern naval command, kochi for the year 2020-2021 by deploying a suitable inland cutter suction dredger(s)/grab – reg.

Ref: (1) Tender No. KOC/OPS/SNC/CSD/2020-21 dated 14.10.2020, due by 28.10.2020, 1500hrs
(2) Addendum/ Corrigendum # 1, dated : 23-10-2020

Following are addendum/changes to the tender cited above.

Tender Ref	Corrigendum # 1, dated : 23-10-2020	<u>TO READ</u>
Section-I IFB/NIT Sl.no.6, 8, 9	1. Issuance of Tenders: From 14-10-2020 to 01-11-2020 upto 1500Hrs to be downloaded from websites specified in the tender 2. Last date for receipt of Tenders: 02-11-2020 upto 1530 Hrs in Office of Project-In-charge, M/s. Dredging Corporation of India Limited, Chackalackal building, 2 nd Floor, K.P.Vallon road, Kadavanthara, Kochi – 682020. 3. Opening of Tech Bids: 02-11-2020 at 1530 Hrs in Office of Project-In-Charge, Dredging Corporation of India Limited, Chackalackal building, 2 nd Floor, K.P.Vallon road, Kadavanthara, Kochi – 682020.	1. Issuance of Tenders: From 14-10-2020 to 08-11-2020 upto 1500Hrs to be downloaded from websites specified in the tender 2. Last date for receipt of Tenders: 09-11-2020 upto 1530 Hrs in Office of Project-In-charge, M/s. Dredging Corporation of India Limited, Chackalackal building, 2nd Floor, K.P.Vallon road, Kadavanthara, Kochi – 682020. 3. Opening of Tech Bids: 09-11-2020 at 1530 Hrs in Office of Project-In-Charge, Dredging Corporation of India Limited, Chackalackal building, 2nd Floor, K.P.Vallon road, Kadavanthara, Kochi – 682020.

All other terms & conditions of the above referred tender shall remain unchanged.

Yours faithfully
For Dredging Corporation of India Ltd

Project-in-charge

DREDGING CORPORATION OF INDIA LTD
PROJECT OFFICE -KOCHI

Ref: DCI/KOC/OPS/SNC/CSD/CSD/2020-21

Dated: 23-10-2020

ADDENDUM / CORRIGENDUM # 1

Sub: Maintenance dredging of area behind the naval jetties at southern naval command, kochi for the year2020-2021 by deploying a suitable inland cutter suction dredger(s)/grab – reg.

Ref: Tender No. KOC/OPS/SNC/CSD/2020-21 dated 14.10.2020, due by 28.10.2020, 1500hrs

Following are addendum/changes to the tender cited above.

Tender Ref	Original Description(For)	<u>TO READ</u>
General terms and conditions, Clause.no.1 2.1 & page 8	Earnest Money Deposit (EMD) Pursuant to ITB Clause7.1.5, the Bidder shall furnish, the Earnest Money Deposit through RTGS/NEFT/Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank, in favour of M/s. Dredging Corporation of India Limited, Visakhapatnam. The Earnest Money Deposit shall not carry any interest. Failure to furnish earnest money and cost of tender documents leads to summarily rejection of respective bids.	Exception under MSME towards, EMD, tender fee etc shall be considered with valid documents to the extent permitted by Govt. Corrigendum hosted in website.
SCC General terms and conditions, Clause.no.1 3 & page 27	Integrity Pact: The Integrity pact has been included to this subject tender and to be signed on Rs.200/- non-judicial stamp paper and submitted by the bidders in 2 (two) originals as per the form 10. This Integrity Pact will form part of the tender document.	Integrity Pact: The Integrity pact has been included to this subject tender and to be signed on Rs. 100/- non-judicial stamp paper duly notarized and submitted by the bidders in 2 (two) originals as per the form 10. This Integrity Pact will form part of the tender document.)
Section-I IFB/NIT Sl.no.6, 8, 9	6. Issuance of Tenders: From 14-10-2020 to 27-10-2020 upto 1700Hrs to be down loaded from websites specified in the tender. 8. Last date for receipt of Tenders: 28-10-2020 upto 1530 Hrs in Office of Project-In-charge, M/s.Dredging Corporation of India Limited, Chackalackal,building, 2 nd Floor K.P.Vallon road, Kadavanthara, Kochi – 682020. 9. Opening of Tech Bids: 28-10-2020 at 1530 Hrs in Office of Project-In-Charge, Dredging Corporation of India Limited, Chackalackal, building, 2 nd Floor, K.P.Vallon road, Kadavanthara, Kochi – 682020.	6. Issuance of Tenders: From 14-10-2020 to 01-11-2020 upto 1700Hrs to be downloaded from websites specified in the tender 8. Last date for receipt of Tenders: 02-11-2020 upto 1530 Hrs in Office of Project-In-charge, M/s. Dredging Corporation of India Limited, Chackalackal building, 2nd Floor, K.P.Vallon road, Kadavanthara, Kochi – 682020. 9. Opening of Tech Bids: 02-11-2020 at 1530 Hrs in Office of Project-In-Charge, Dredging Corporation of India Limited, Chackalackal building, 2nd Floor, K.P.Vallon road, Kadavanthra, Kochi – 682020.

All other terms & conditions of the above referred tender shall remain unchanged.

Yours faithfully
For Dredging Corporation of India Ltd

Project-in-charge

DREDGING CORPORATION OF INDIA LTD
PROJECT OFFICE: KOCHI
57/656 (D6), "CHACKALACKAL" BUILDING, 2ND FLOOR,
K.P.VALLON ROAD, KADAVANTHRA, KOCHI – 682020.
EMAIL: pokochi@dcil.co.in, Tel: 0484 -296 3032

PRE-BID CLARIFICATIONS

Sub: Maintenance dredging of area behind the naval jetties at southern naval command, Kochi for the year 2020-2021 by deploying a suitable inland cutter suction dredger(s)/grab – Reg.

NIT-KOC/OPS/SNC/CSD/2020-21, Dtd: 14-10-2020, due by 28.10.2020, 1500hrs.

Pre bid meeting by email on 19-10-2020, Pre-bid clarifications dtd 23-10-2020

Sl no	Clause no	Tender clause	Query	Pre-bid clarifications
1	12.1 of ITB	Pursuant to ITB Clause 7.1.5, the Bidder shall furnish, the Earnest Money Deposit through RTGS/NEFT/Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank, in favour of M/s. Dredging Corporation of India Limited, Visakhapatnam. The Earnest Money Deposit shall not carry any interest. Failure to furnish earnest money and cost of tender documents leads to summarily rejection of respective bids.	Request to kindly exempt the Bidder registered under MSME towards payment of EMD and Tender Fee. The said request is made on based on all other tenders called by Major Port Trust Falling under Ministry of Shipping. The said request is also in line with the vision of our Finance Minister towards upliftment of the MSME sector in the country.	Exception under MSME towards, EMD, tender fee etc shall be considered with valid documents to the extent permitted by Govt. Corrigendum hosted in website.
2	8.2 of GCC	All the payment will be by Project Office Kochi/DCI, HO, Vizag to the contractor at the quoted /Negotiated rates for the quantities as certified and paid by Indian Navy to DCI within (45) forty five days after receipt of such payment from Indian Navy. No interest will be paid in case of delay payments.	Request to kindly change the clause as follows: All the payment will be by Project Office Kochi/DCI, HO, Vizag to the contractor at the quoted /Negotiated rates for the quantities as certified and paid by Indian Navy to DCI within (30) Thirty days after receipt of Monthly Tax Invoice on basis of the quantity dredged for the subject month. Interest @ 18% p.a. or prorata shall be paid in case if the payment is delayed beyond 30 days of receipt of invoice.	Tender conditions prevail

DREDGING CORPORATION OF INDIA LTD
PROJECT OFFICE: KOCHI
57/656 (D6), "CHACKALACKAL" BUILDING, 2ND FLOOR,
K.P.VALLON ROAD, KADAVANTHRA, KOCHI - 682020.
EMAIL: pokoichi@dcil.co.in, Tel: 0484 -296 3032

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3	15.1 GCC	of	The EMPLOYER may also deduct from the CONTRACTOR as agreed, liquidated damages to the sum of 1 % of the total contract price (per year) for every week of delay or part of a week above 16 weeks, subject to the maximum value of the Liquidated Damages being not higher than 10% of the total contract value per year.	Request to kindly change the clause as follows: The EMPLOYER may also deduct from the CONTRACTOR as agreed, liquidated damages to the sum of 0.5 % of the total contract price (per year) for every week of delay or part of a week above 16 weeks, subject to the maximum value of the Liquidated Damages being not higher than 10% of the total contract value per year.	Tender conditions prevail
4	1.2 SCC	of	is required to be commenced within 10(ten) days from the date of receipt of Work order and should be completed in all respects within 16 (sixteen) weeks from the date of commencement of work and thereafter depth to be maintained till February end each year or 24 weeks from commencement of dredging or till DCI/Navy Instruction.	Kindly confirm if the deployment for each year is 16 weeks or 24 weeks? Also clarify whether the dredger can be demobilised once the quantity is exhausted?	PI refer SCC, Cl.1.2 and 1.27(b)

Sd/-
PROJECT IN-CHARGE



DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: KOCHI
"CHACKALACKAL BUILDING", 2ND FLOOR
K.P. VALLON ROAD, KADAVANTHARA
KOCHI-682020
E – MAIL ID: pokochi@dcil.co.in

KOC/OPS/SNC/CSD/2020-21/

DT.14-10-2020

TENDER FOR
MAINTENANCE DREDGING OF AREA BEHIND THE NAVAL JETTIES AT SOUTHERN NAVAL COMMAND,
KOCHI FOR THE YEAR 2020-2021 BY DEPLOYING A SUITABLE INLAND CUTTER SUCTION
DREDGER(S)/GRAB

Project Manger
M/s.DredgingCorporation of India ltd.
Project office Kochi.

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DREDGING CORPORATION OF INDIA LTD.
PROJECT OFFICE: KOCHI

KOC/OPS/SNC/CSD/2020-21/

DT.14-10-2020

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

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

1. Name of Works : Maintenance Dredging of area behind the Naval Jetties at Southern Naval Command, Kochi for the year 2020-21 by deploying a suitable Inland Cutter Suction Dredger(s) and extendable for another year 2021-22 at same rates, terms and conditions.
2. Estimated Cost : Rs.10.60 Crore excluding GST (for two years)
3. Period of Contract/Duration of work : The design depth has to be achieved within 16 weeks every year from Oct and to be maintained till end February (or as per DCI instruction) each year (extendable for 2nd year as per discretion of DCI)
4. Mobilization Period : Within 14 days from date of LoA.
5. Earnest Money Deposit : Rs.5,30,400/- (Rupees Five lakhs Thirty Thousand and Four Hundred only)
6. Issue of Tenders : From 14-10-2020 to 27-10-2020 upto 1700 Hrs to be downloaded from websites specified in the tender
7. Receipt of Pre-bid queries : 19-10-2020 upto 1100 Hrs by email. (No pre-bid Meeting only email replies)
8. Last date for receipt of Tenders : 28-10-2020 upto 1500 Hrs in Office of Project-In-charge, M/s. Dredging Corporation of India Limited, Chackalackal, building, 2nd Floor K.P. Vallon road, Kadavanthara, Kochi – 682020.
9. Opening of Tech Bids : 28-10-2020 at 1530 Hrs in Office of Project-In-Charge, Dredging Corporation of India Limited, Chackalackal, building, 2nd Floor K.P. Vallon road, Kadavanthara, Kochi – 682020.
10. Cost of Tender Documents : Rs.5,000.00 (Rupees Five thousand only), plus 18% GST = Rs. 5900/- (Non-refundable) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender.

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BRIEF DESCRIPTION OF WORK:-

Southern Naval Command, Kochi awarded the work to carry out Maintenance Dredging works using suitable Dredger / Dredgers at Naval Channel at Ernakulam, Kochi for the year 2020-21& 2021-22 to Dredging Corporation of India Limited. The scope of work consists of annual dredging In-situ quantity of 15.0Lakhs Cubic Meters(approx) from main channel by using a Trailer Suction Hopper Dredger (TSHD) or a suitableDredger(non WID type) and In-situ quantity of 3.0Lakhs Cubic Meters (approx) behind Naval jetties by using suitable Grab Dredger/ Inland Cutter Suction Dredger(s) in the naval area of the Ernakulam channel foreach year. The depth to be achieved is (-) 5.50Mtsfrom existing depths in Zones 1 to 5& (-)1.5 m in Zone 6 (behind Naval-jetties) and(-) 10.5Mtsfrom existing depths in Zones 7 to 10 (Main-channel) as shown in the sketch (enclosed in tender document),The design depth should be achieved within 16 weeks from date of commencement of dredging and maintain till end of February each year or as per instructions of DCI/client.

Dredging Corporation of India intends to sub-contract only the part of the Dredging work on approximately 3.0Lakhs Cu.mts in Zones 1 to 6to experienced Dredging contractors owning suitable Inland Cutter Suction Dredger(s) capable of dredging, of out-put(In situ) quantity of 3600-4000Cu.Mts per day.Tenderer should note that, time is the essence of the contract, since the materials open discharged in to the main channel by the In-land Cutter Suction dredger/Grab, shall be picked up by DCI TSHD so as to dump in the specified dumping location by double handling and pipe lines of CSD should not affect the TSHD dredging/Shipping movement etc.

1. The quantity admitted and approved by Southern Naval command, Naval Base, Kochi will be payable to the contractor.
2. Upon receipt of the amount from Southern naval command, Naval Base, Kochi, payments will be made to contractor.

Pre-Qualification Criteria:

1. Experience of having successfully completed similar works during lastseven years ending specify should be either of the following:
 - Three similar completed works each costing not less than the amount of Rs.2.12 Crores OR
 - Two similar completed works each costing not less than the amount of Rs.2.65 Crores OR
 - One similar completed work each costing not less than the amount of Rs.4.24 Crores.
2. Average annual financial turn over during last 3 years ending 31 March 2020of the previous financial year, should be at least Rs.1.59Crores.

Interested eligible Tenderers may obtain the Tender documentsfrom our websites mentioned down below. Alternatively, tenderers may contact at the following address for clarifications by email only regarding Tender documents, submission, receipt of tender etc,

**PROJECT-IN-CHARGE
DREDGING CORPORATION OF INDIA LIMITED
"CHACKALACKAL BUILDING", 2ND FLOOR
K.P. VALLON ROAD, KADAVANTHARA
KOCHI-682020
E-mail ID: pokochi@dcil.co.in**

The Detailed NIT and Complete Tender Document is hosted in ourwebsitewww.dredge-india.com, and <http://eprocure.gov.in>, Interested parties may visit the same. The blank tender document to be down loaded from the website by remitting an amount of Rs.5,900/- (inclGST) through **NEFT/RTGS** to DCI accountand the copy of electronic receipt/UTR should be submitted with Bid. The confirmatory of payment to be mailed

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treasury@dcil.co.in and also enclosed with bid. In such a case downloaded document is required to be registered by forwarding a request letter to DCI Ltd., indicating their expression of participation in bidding, credentials of experience, PAN Number allotted and enclosing cost of tender document as said above, so as to reach DCI Ltd., before the closing date of issue of tender document through an authorized person/agent/or by Registered Post/Speed Post/Courier. The downloading of document shall be carried out strictly as provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

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

DCI Current Account No :-**35833070000014**

Branch name:-**DCI LTD PORT AREA BRANCH VISAKHAPATNAM**

IFSC/RTGS No:-**SYNB0003583**

SWIFT Code No:-**SYNBINBB032**

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.

Project-In-Charge
M/s.DredgingCorporation of India ltd.
Project office Kochi.

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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 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 Clients in accordance with ITB Clause 31.

2. Cost of Bidding

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

B. 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) Sample Forms containing the following:
 - Bid Form
 - Price Schedule(Schedule of quantity)
 - Proforma For Bank Guarantee for Earnest Money Deposit
 - Form of Contract Agreement
 - Proforma For Bank Guarantee for Performance Security
 - Pro-forma for Relatives.
 - Pro-forma for Undertaking.
 - Pro-forma for litigation.
 - Vendor Registration Form.
 - Detail of the cutter suction dredger/Grab Dredger proposed for hire.
 - e) Check list for Techno-commercial Bid.
 - f) Integrity pact.

- 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 Bidderrisk and may result in the rejection of its bid.

4. Clarification of Bidding Documents

No Pre-bid meeting will be held. Prospective bidders are requested to forward their queries by e-mail on or before 19-10-2020. The clarifications requested by the bidders will be suitably hosted in DCI website five days before last date of submission. No press notification for any amendment will be issued. However, prospective bidders have to visit the websites www.dredge-india.com, <http://eprocure.gov.in> before the date of submission for any corrigendum/ addendum.

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5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment/corrigendum.
- 5.2 The amendment/corrigendum will be uploaded in our websites and all prospective Bidders should visit websites before submission of bid, from time to time.
- 5.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, 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 DCI, shall be in English.

7. Documents Comprising the Bid

The Bids shall be in Two Cover System consisting of

- ❖ Techno Commercial Bid (Cover A); and
- ❖ Price Bid (Cover B)

7.1 Techno Commercial Bid (Cover A)

- 7.1.1 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:
- 7.1.2 Aduly filled andsignedBid Form **except** the Price Schedule completed in accordance with ITB Clause 7.1;
- 7.1.3 Documentary evidence (work done should be submitted from employer which comprise of description of work, contract amount, duration of work etc) should be submitted for PQ criteria qualification,
- 7.1.4 A detailed list of Dredgers / equipment available with the tenderer andwhich is proposed for deployment for the work under considerationincluding their specification.
- 7.1.5 Documentary evidence established in accordance with ITB Clause 11, that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years.
- 7.1.6 Earnest money deposit in the form of Bank Guarantee/NEFT/RTGS furnished in accordance with ITB Clause 12.
- 7.1.7 PAN Copy.
- 7.1.8 GST Registration Copy.
- 7.1.9 Bank details along with cancelled cheque.
- 7.1.10Registration with Provident Fund Authorities.
- 7.1.11Power of Attorney on stamp paper, in favor of the person authorized to sign the tender document. (If the tender document is signed by owner/proprietor of the firm, then also, he shall authorize himself for the same.)
- 7.1.12Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership. If PF registration exempted, relevant exemption letter to be enclosed to Bid.
- 7.1.13Certificate/undertaking for "relatives", "litigation", vender registration form, corruption undertakingInformation regarding any current litigation in which the tenderer is involved. Copies of original certificates of registration etc., of the Cutter suction dredger proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the Cutter suction dredger, Crew and Third Party.
- 7.1.14Copy 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 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.
- 7.1.15Check list for Techno-Commercial Bid.
- 7.1.16Downloaded Tender Document and amendment/corrigendum, if any, duly signed on all the pagesby tenderer.

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7.1.17 After award of work the contractor shall deploy only the dredger as offered in their tender and duly accepted and qualified by the committee appointed by DCI.

7.2 Price bid(cover B)

7.2.1 Price schedule.

8. Bid Form

The Bidder shall complete the Bid Form except the appropriate Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 8 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

Prices shall be quoted in Indian Rupees only.

11. Documents Establishing Bidder Eligibility and Qualifications

11.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the Bidder eligibility to bid and its qualifications to perform the contract if its bid is accepted.

11.2 The documentary evidence of the Bidder qualifications to perform the contract if its bid is accepted shall establish to DCI 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/Grab proposed for hiring in Form No.7 of Section VI of "Sample Forms".

12. Earnest Money Deposit (EMD)

12.1 Pursuant to ITB Clause 7.1.5, the Bidder shall furnish, the Earnest Money Deposit through RTGS/NEFT/Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank, in favour of M/s. Dredging Corporation of India Limited, Visakhapatnam. The Earnest Money Deposit shall not carry any interest. Failure to furnish earnest money and cost of tender documents leads to summarily rejection of respective bids.

12.2 The earnest money is required to protect DCI against the risk of Bidder conduct which would warrant the earnest money forfeiture, pursuant to ITB Clause 7.1.4

12.3 Any bid not secured in accordance with ITB Clauses 12.1 will be rejected by DCI as non-responsive, pursuant to ITB Clause 21.

12.4 Unsuccessful bidders earnest money deposit will be discharged or returned as promptly as possible 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.

12.5 The successful Bidder earnest money deposit will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 29, and furnishing the performance security, pursuant to ITB Clause 30.

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 150 days from the date fixed for its price-bid 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 mail by DCI is made before the expiry of the initial validity period of 150 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, "Paisa" 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 super-scribed with the words - **Cover-A** "Techno-Commercial Bid" for the work "MAINTENANCE DREDGING OF AREA BEHIND THE NAVAL JETTIES AT SOUTHERN NAVAL COMMAND, KOCHI FOR THE YEAR 2020-2021 BY DEPLOYING A SUITABLE INLAND CUTTER SUCTION DREDGER(S)/GRAB" to be submitted on or before 1500Hrs. on 28-10-2020.
- 15.2 The Price Bid containing only tendered amount is required to be put in another sealed cover super-scribed with the words – **Cover-B** "Price Bid" for the work "MAINTENANCE DREDGING OF AREA BEHIND THE NAVAL JETTIES AT SOUTHERN NAVAL COMMAND, KOCHI FOR THE YEAR 2020-2021 BY DEPLOYING A SUITABLE INLAND CUTTER SUCTION DREDGER(S)/GRAB" to be submitted on or before 1500Hrs. on 28-10-2020.
- 15.3 The tenderer should ensure before submission of the bid that all the relevant details, copies of documents, filling-up of the required forms and duly signed and sealed etc are full-filled as per the check list given at section-VII of this tender document.
- 15.4 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 "MAINTENANCE DREDGING OF AREA BEHIND THE NAVAL JETTIES AT SOUTHERN NAVAL COMMAND, KOCHI FOR THE YEAR 2020-2021 BY DEPLOYING A SUITABLE INLAND CUTTER SUCTION DREDGER(S)/GRAB" to be submitted to Project-In-Charge, Dredging Corporation of India Limited, Project Office Kochi, Chackalackal Building, 2nd Floor, K.P.Vallon Road, Kadavanthara, Kochi-682020 on or before 1500Hrs of 28-10-2020.
- 15.5 If the outer cover is not sealed and marked as required by ITB Clause 15, DCI will assume no responsibility for the bid misplacement or premature opening.

16. Deadline for Submission of Bids:

- 16.1 Bids must be received by DCIL at the address specified under Invitation of Bids (ITB) no later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for DCIL, the bids will be received up to the appointed time on the next working day.
- 16.2 DCIL may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of DCIL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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17. Late Bids:

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

18. Modification of Bids

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

E. Opening and Evaluation of Bids

19. Opening of Bids by DCI

19.1 DCI will open the outer covers containing both sealed Covers A and B of the bids and the CoverA 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 DCI, at its discretion, may consider appropriate, will be announced at the opening of the "Technical Bid". No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 17.

20. Clarification of Bids

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

21. Preliminary Examination

21.1 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, etc;.

21.2 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, 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 (ITB-30),and Force Majeure (GCC Clause 17) will be deemed to be a material deviation. The DCI determination of bid 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 DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The process of completion of tender bids evaluation and opening of price bids will be completed within a 4 weeks maximum, however the same is not binding on DCI.

21.5 During tenderer bid evaluation the shortfall, if any, will be intimated to the tenderer by email, for complying the provision of the technical qualification of bid and the shortfalls to be complied by tenderer for further evaluation of his bid. Failure to comply will lead to disqualified of the bid.

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 Technical 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.

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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.

23. Contacting Dredging Corporation of India Ltd.(DCI)

23.1 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact DCI on any matter related to the Bid, it should do so in writing/email.

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

F. Award of Contract

24. Post –qualification

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

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

25. Award Criteria

Subject to ITB Clause 28, DCI will award the contract to the successful Bidder whose bid has been determined 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.

Initial contract period is 16 weeks for completion of work depth is to be maintained (upto end Feb. or further as per discretion of DCI) for each year. At the discretion of DCI the contract will be awarded for second year. For all extensions given by DCI, Contractor has to execute the work as per rates quoted in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document. DCI reserves right regarding giving extension, deciding period of extension and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.

In case of curtailment of contract period at any stays, the tenderer shall be informed of the same on advance by send a 7 days notice of terminated.

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

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

28. Notification of Award

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

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

29. Signing of Contract

At the same time as DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement on Non-Judicial Rs.200/- Stamp Paper at his own expense, within 10 (Ten) days of the receipt of notification of award from the DCI. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 10 (Ten) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

30. Performance Security

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Within Ten(10) days of the receipt of notification of award from DCI/LoA, 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 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, that DCI defines, for the purposes of this provision, the terms set forth below as follows:
- 31.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and
- 31.3 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive DCI of the benefits of free and open competition;
- 31.4 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.
- 31.5 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.
- 31.6 Furthermore, Bidders shall be aware of the provision stated in Clause 21.1 of the General Conditions of Contract.
- 31.7 The tenderer shall enclose a certificate that "he/she is not related to any officer of Dredging corporation of India limited or any other officer of the rank of Under Secretary or above in the Ministry of Shipping, Government of India" The tenderer shall also furnish a declaration with his tender enclosing the names of the relatives who are employed in DCI, if any.
- 31.8 The tenderer shall have to give a certificate that the contractor had not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- 31.9 The tenderer shall give a certificate that the contractor shall disclose any payments made or proposed to be made to any Intermediaries (Agents etc) in connection with the bid.

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 www.eprocure.gov.in, www.dredge-india.com. Tenderers are requested to visit the websites regularly.
- 32.8 After award of work, all correspondences must be made to the Project office, Kochi where the Cutter suction dredger services are to be provided and keep updated themselves.

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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. "Managing Director(MD)" means the 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 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. "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.

1.1.11. "Engineer" means DCI 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.

1.1.12. "Engineer 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.

1.1.13. "Contractor" means the person or persons, firm or company who tender / offer has been accepted by the DCI and includes the Contractor Representatives, heirs, successors and assigns, if any permitted by the DCI.

1.1.14. "Project Manager" means the representative appointed by DCI from time to time for execution of project work.

1.1.15. "Excepted Risks" are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).

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

1.1.17. "SCC" means the Special Conditions of Contract.

1.1.18. "Day" means calendar day.

1.1.19. "Month" means the English calendar month.

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

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

2. Application

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

3. Standards

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- 3.1 The services provided under this contract shall conform to the Standards mentioned in Technical Specifications.
- 3.2 DCI is certified for implementation and operation of the international codes/ standards on safety, security, and quality and environment viz., ISM, ISPS, ISO 9001:2008 and ISO 14001:2004 respectively. Hence, necessary requirements of above codes/ standards and applicable legal and other requirements pertaining to their activities should be complied by the contractor.

4. The Contract & General Obligations of Contractor:

4.1 Applicability of Laws on the Contract:

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

- 4.1.1 The Indian Contract Act, 1872
- 4.1.2 The Major Port Trust Act, 1963
- 4.1.3 The Workmen Compensation Act, 1923
- 4.1.4 The Minimum Wages Act, 1948
- 4.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.
- 4.1.6 The Dock Workers Act, 1948
- 4.1.7 The Indian Arbitration and Conciliation Act (1996)
- 4.1.8 Inland Vessels Act 1971.

4.2 Contractor to Execute Contract Agreement :

After receipt of work order and within 10 (Ten) days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on non-judicial Rs.200/- stamp paper to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 10 (Ten) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

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

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 CSD its workers, labors, including supervision thereof, ancillary spares, watch-keeping, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the completion work, fuel, LO, idle time, repairs, spares, hydrographic surveys, etc, excluding GST. No fuel-escalation or de-escalation is applicable during the contract period.

5 Contractor is Responsible for safety of the Cutter suction dredger including men and material:

The Contractor shall be solely responsible for all adequacy, stability and safety of his equipment and all site operations.

6 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 DCI in writing shall be binding upon the Contractor subject to limitation specified in the Contract. The Contractor shall inform DCI in writing about such representative / agent of him at site.

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7 Contractor to Deploy Qualified Men and Engineer, Power to Remove Contractor 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 Engineershall feelthat thedeploymentofthe person concerned will not be conducive to the proper and timely completion of the work.

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

The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified 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 workmen. Cost of insurance Cover, if any, taken by the Contractor shall not be reimbursed by DCI, unless otherwise stipulated in the Contract.

9 Fossils, Treasure Troves, etc.

The Contractorshallimmediatelyinformthe Engineer Representative if any fossil, coins, articles of value or antiquity and structures and otherremains or things of geological or archaeological importance be discovered at site which shall remain the property of DCI and protect them from being damaged by his workmen or by any other persons from removing or damaging any such articles or things and shall immediately upon discovery thereof and before removal acquaint DCI of such recovery.

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

- 4.10.1 The Contractor shall be deemed to have indemnified DCIagainst all claims, demands, actions and proceedings and all costs arising there from on account of:
- 4.10.2 Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
- 4.10.3 Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- 4.10.4 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.
- 4.10.5 Damage / injury caused to any highway and bridge on account of the movement of Contractor plants and materials in connection with the work.
- 4.10.6 Pollution of waterway and damage caused to river, lock, sea-wall or other structures related to waterway, in transporting contractor plants and materials.
- 4.10.7 The Contractor 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.

4.11 Contractor Quoted Rates / Price Must be All Inclusive

The Contractor quoted rates shall be deemed to have beeninclusive of thefollowing:

- 4.11.1 Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- 4.11.2Cleaning and removal from site the entire surplus materials of every kind to leave the site clean and tidy aftercompletion of the work, without which payment against final bill may be liable to be withheld.
- 4.11.3Precautionary measures to secure efficient protection of berths,other waterways against pollution of whatever nature during execution and maintenance of the works andto prevent rubbish, refuse and other materials from being thrown into the water by the Contractor men or those of his agency.
- 4.11.4Making arrangements for deployment of all labourers and workers, local or otherwise including payment fortheir wages, transport, accommodation, medical and all other statutory benefit and entry permits, wherever necessary.

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- 4.11.5 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 diseases, 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 workmen (iv) deployment of workmen of age less than 18 years.
- 4.11.6 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.
- 4.11.7 The Cutter suction dredger should be adequately lit as per port/Indian Navy rules/ Concern Authority norms and regulations and should have adequate lighting arrangements during embarking and disembarking at the jetty or at the dredger or at any other place.
- 4.11.8 The Cutter suction dredger has to dredge as per the instructions of the Project Manager or any other officer nominated by the Project Manager.
- 4.11.9 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.
- 4.11.10 In the event of the breakdown of the Deployed Cutter suction dredger or during maintenance of Cutter suction dredger, if any, when dredger is 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.
- 4.11.11 In the event of the Cutter suction dredger is withdrawn for breakdown or for bunkers etc, suitable cutter suction dredger with the same specifications shall be provided to avoid any stoppage of works. However in case of maintenance of cutter suction dredger during maintenance period of 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.
- 4.11.12 The Cutter suction dredger should be available for operations round the clock.
- 4.11.13 The rate quoted by the Contractor shall include all running expenses of the Cutter suction dredger including fuel, oil, grease, wages of crew, etc and all inclusive but excluding of GST.

4.12 Notice to Contractor

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand or by email to the address given in the tender or to the Contractor Site Office or in case of DCI enlisted Contractor to the postal/email address as appearing in the DCI 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.

4.13 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.

4.14 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 DCI and their workmen, to DCI 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 DCI for any delay or expense incurred by reason of such default. The contractor has to provide (a) one set of Walkie talkies (returnable basis), 2 no's of PPE (helmet, life vest, safety shoes, etc) for DCI employees and representatives.

4.15 DCI Lien Contractor 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 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:

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- 5.1 The Contractor shall not, without DCI prior written consent, disclose Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of 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 DCI 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, 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 DCI and shall be returned (in all copies) to DCI on completion of the Contractor performance under the Contract if so required by DCI.

6. Performance Security

- 6.1 Within Ten(10) days from the date of receipt of LoA the Contract, the Bidder shall furnish Performance Security to DCI for the amount specified in the Special Conditions of Contract.
- 6.2 The Bank guarantee shall be encashed by DCI & the proceeds of the Performance Security shall be payable to DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 6.3 A sum equal to 10% of the accepted value of the contract shall be deposited by the contractor by way of NEFT/RTGS/ Bank Guarantee in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure-v enclosed and the confirmatory of online payment to be mailed to ttreasury@dcil.co.in, Bank Guarantee shall be valid for a period of 90 days from date of complete of all contractual obligations including warranty obligation, if applicable.
- 6.4 In case the contract is further extended for one year or less, sum equal to 10% of the accepted contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from DCI..
- 6.5 Performance Security Deposit will not carry any interest. The same will be returned after successful completion of work duly certified by Project Manager. If Bank guarantee is submitted against Performance security, it should be valid for 90 days beyond the contractual expiry period or end of the contract.
- 6.6 The performance security will be discharged by DCI and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

7. Insurance

- 7.1 The contractor shall without limiting his or DCI obligations and responsibilities insure in the joint names of the contractor and DCI:
- 7.2 The contractor equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.
- 7.3 Against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance).
- 7.4 Against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen).
- 7.5 The Cutter suction dredger shall have adequate / required number of life jackets, safety devices, fenders, anchors etc. *(The Contractor shall insure dredger and other Supporting crafts/equipment deployed for the work against normal marine risks.. The dredger should also have P & I or such cover which shall include salvage of said dredger in case she is sunk within the Port Limits and is required to be salvaged by the Navy All Salvage efforts would be hired by the vendor itself and clear the channel with two months of the accident.)*
- 7.6 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 effected.
- 7.7 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.

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- 7.8 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to DCI, then and in any such case DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or to become to the contractor or recover the same as a debt due from the contractor.
- 7.9 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 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 will be by Project Office Kochi/DCI, HO, Vizag to the contractor at the quoted /Negotiated rates for the quantities as certified and paid by Indian Navy to DCI within (45) forty five days after receipt of such payment from Indian Navy. No interest will be paid in case of delay payments.
- 8.3 The log book is to be maintained by the contractor for the payment of services provided to be certified by DCI representative on daily basis.
- 8.4 Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill.
- 8.5 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.
- 8.6 Before releasing the final payment, after the work is completed the contractor is required to submit a no due certificate to DCI 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.

9.0 Additional work

In case of any additional work, notice period of at least 2 weeks can be provided for additional work.

10. 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.

11. Change Orders

- 10.1 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 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 receipt of DCI change order.

11. Contract Amendments

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

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

13. Subcontracts

Refer GCC 4.3.

14. Delays in the Contractor 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

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Contractor notice, DCI shall evaluate the situation and may at its discretion extend the Contractor 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, In the event of the Contractor's failure to submit the Bonds Guarantees and Documents, etc as specified in this contract, the Employer may, at his discretion, withhold any payment until the completion of the contract. The EMPLOYER may also deduct from the CONTRACTOR as agreed, liquidated damages to the sum of 1 % of the total contract price (per year) for every week of delay or part of a week above 16 weeks, subject to the maximum value of the Liquidated Damages being not higher than 10% of the total contract value per year.
- 15.2 Penalty at the rate of 1% of contract value per day or part thereof is applicable if the dredging work does not commence within 14 days from the date of receipt of LoA for any reason other than unfavorable weather condition and the penalty will be accounted from 15th day of date of issue of LoA and subjected to a maximum of 10% of value of contract apart from the L.D. clause is applicable in addition. The contractor shall note that time is the essence of the contract and shall execute the work without delay so that the sailing of DCI vessels not hampered.
- 15.3 The decision of the Corporation in respect of Liquidated Damages shall be final and not to be subjected to the Arbitration. 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 The above mentioned payment of LD shall be treated as genuine pre-estimate of damages and shall be in full satisfaction of Contractor liability for the said delays.

16. Termination for Default

- 16.1 DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
- 16.2 If the Contractor fails to provide the service within 15 days, or within any extension thereof granted by the DCI pursuant to GCC Clause 14.Or
- 16.3 If the Contractor fails to perform any other obligation(s) under the Contract.
- 16.4 If the Contractor, in the judgment of DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 16.5 In the event DCI terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, DCI may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.
- 16.6 DCI may at any time terminate the contract by giving written notice of 07 (Seven) Days to the contractor without compensation due to:
- i) Default in performing the contract in accordance with the terms of the contract.
 - 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 to instructions from Southern Naval command Kochi or Cochin PortTrust etc.

17. Force Measure

- 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 delays 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 fault or negligence and not foreseeable. Such events may include, but are not

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restricted to, acts of DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, etc.

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

18. Termination for Insolvency

DCI may at any time terminate the Contract by giving written notice of 07 days to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DCI.

19. Termination for Convenience

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 DCI convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of 14 (fourteen) days will be given. No kind of claims or compensation will be entertained from the contractor once the termination notice is issued to the contractor.

20. Settlement of Disputes

- 20.1 In case of dispute between DCI and contractor for contractor up to Rs.10 Crores, the issue will be referred to Chief General Manager (CGM) 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 Chief General Manager (CGM).

- 20.2 Any dispute or difference arises between DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by 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 Courts at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

21. Limitation of Liability:

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

22. Governing Language:

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

23. Applicable Law

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

24. Compliance with Statutory Requirements:

The contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government

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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 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 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 failure, negligence, omission, default or non-observance of any provisions of any laws, DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, DCI shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which DCI is required or called upon to pay or reimburse on behalf of the contractor.

25. Taxes and Duties

25.1 The contractor shall pay all taxes including, 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 but excluding GST. 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. The same shall be payable by DCI to the Contractor.

26. Income Tax Deduction:

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

27. Employment of Relatives:

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

28. Undertaking certificate

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

29. Litigation certificate

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

30. Notices

- 28.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by email or any other mode as per available modes and confirmed in writing to the address/email address specified for that purpose in the Special Conditions of Contract.
- 28.2 A notice shall be effective when delivered or on the notice effective date, whichever is earlier.
- 28.3 GPS can be operated within the Naval base only for the purposes required towards depending of the Naval compromise security of the base.
- 28.4. Contractor can deploy for survey vessel and give survey charts to the vessel as required provide the raw/edited/sorted data to load on the contractor vessel. Joint pre and post dredging surveys will be carried out for volume computation or interim surveys for billing requirement by DCIL/Navy.

SECTION -IV
SPECIAL CONDITIONS OF CONTRACT
(SCC)

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

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1.0 SCOPE OF WORK:

- 1.1 The dredging work is required to be carried out behind Naval Jetties at Southern Naval Command, Kochi from the existing depth to (-5.5)Mts below Chart datum in Zones 1 to 5& (-1.5) Mts in Zone 6 by deploying suitable Inland Cutter Suction dredger(s) for the year 2020-21& 2021-22 .No WID is permitted in Naval area of Ernakulum channel the dredged material is to be disposed in the designated area as marked in the Chart at the center of the channel by using minimum floating pipeline up to a length of 350 Mts approximately without hindrance to shipping movement and to facilitate DCI Trailer suction hopper Dredger to pick up the dredged spoil pumped by the Contractor dredger(s):
- 1.2 The estimated quantity of Dredging in each year is about 3.0 Lakh Cum. (approximately) with \pm 20% variation. However, actual quantity to be dredged will be determined after Pre-dredge survey. The dredging work for the year 2020-21 is required to be commenced within 10(ten) days from the date of receipt of Work order and should be completed in all respects within 16 (sixteen)weeks from the date of commencement of work and thereafter depth to be maintained till February end each year or 24 weeks from commencement of dredging or till DCI/Navy Instruction.
- 1.3 The maximum vertical tolerance of \pm 30 cm and the horizontal tolerance- 500 cm of the designed depth and area respectively will be permitted. In case of over-dredging done by more than 30 cm below the depth mentioned above, the quantity due to over dredging shall be assessed on the basis of soundings and same shall be deducted from the dredged quantity for the purpose of payment. The tenderer is not expected to dredge beyond the edge of the channel and if done no payment for the same will be made.
- 1.4 The Material to be dredged contains Silt, Soft Clay and Sand. The contractor shall undertake dredging in any other location of area as instructed and no claim of any sort shall be made for deviating from the original dredging plan.
- 1.5 Throughout the contract period, the contractor shall ensure that the work is carried out without causing any obstruction too interference with the normal traffic in the port/SNC channel. The floating pipeline and the anchors laid to keep the line in position should not hinder the movements of the naval vessels and DCI TSHD.
- 1.6 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.
- 1.7 Contractor can visit site if required and ascertain site condition and before quoting upon intimation to DCI and subject to permission from Navy.
- 1.8 In case the Dredger is hired by the tenderer, the period of hire should be on par with the period of contract and an agreement to that effect signed by the owner on stamp paper duly notarized should be produced along with the tender.
- 1.9 The Tenderer should submit the Technical specifications of the Dredger and equipment proposed to be deployed for the subject work in the technical bid.
- 1.10 The Tenderer is deemed to have inspected the areas of dredging and have complete knowledge before tendering. The Contractor shall satisfy himself with the sea bed conditions and no claim will be entertained on the ground that the material to be dredged is different. For any soil investigation the contractor to make its own arrangements. The Tenderer shall inspect the area of work at his own cost and thoroughly acquaint himself with the site conditions. All the costs for execution of the works deemed to have been included in the Tender and no claim whatsoever in this regard shall be entertained. The channel has been constantly maintained by dredging and no adverse physical condition is envisaged.
- 1.11 The Tenderer shall mobilize the Dredger, equipment in operational condition and crew of the dredger within 14 (Fourteen) days from the date of receipt of the LOA. The dredging to be carried out following the scope of work and as per the instructions of DCI Representative.
- 1.12 Big boulders, anchor, sunken pipe lines, buoy/pontoon related heavy debris remains, and similar large size debris will only be considered as underwater obstruction, which are not amenable for dredging. Tyres fenders, pp ropes, metal plates/rods, plank sheets/debris, shall not be considered as under water debris/obstruction. During the course of dredging if the dredger encounters about materials as a result of

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which the dredger is damaged, Navy/DCI shall be held blameless and any cost incurred will be the account of the contractor.

- 1.13 The Dredging surveys shall be carried out as detailed at 1.27 below and contractor should provide superintendent for joint survey works.
- 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 utilized for the dredging for the approval of DCI within seven days from the date of receipt of work order.
- 1.15 The tenderer shall arrange for inspection and trial run of the proposed Dredger along with relevant documents by the appointed committee of DCI at his cost as and when asked by DCI and all other related expenses shall be borne by the tenderer. The place where the Dredger is stationed is also to be indicated in the tender for inspection. The inspection of proposed dredger will be at discretion of DCI. 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 suitable Boat for inspection of the Dredging site by DCI and Naval representative as and when required.
- 1.18 Cutter suction should preferably have production meter in operational condition. Vessel should also have hypack software.
- 1.19 In case of breakdown of the Dredger for more than three days, the Contractor shall arrange suitable substitute Dredger for dredging works. No separate Mobilization will be made for such Dredger during break down period.
- 1.20 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 if required.
- 1.21 The tenderer shall make their own arrangements for establishing office on shore with all amenities at his cost.
- 1.22 Daily Dredging Reports shall be maintained on board dredger duly signed by the representative of the client. Master of the dredger and the representative of DCI and the Contractor shall submit to DCI Daily Dredging Report in duplicate on the following day before noon.
- 1.23 The Dredger must have all necessary LSA, FFA, etc such as per applicable governing Rules, laws etc.
- 1.24 All the required statutory certificates must remain valid throughout the entire period of contract, including extension period, if any.
- 1.25 The crew provided for manning the Cutter suction dredger should be qualified, experienced and competent to operate the Cutter suction dredger. The tenderer should submit all valid certificates in original, including the certificates issued to their crew by the concerned marine authorities like MMD, valid insurance to the Hull, Machinery, crew etc. complying all rules pertaining to labour and PF authorities.
- 1.26 The Cutter suction dredger should be capable to operate in sea at all weather conditions prevailing in the area throughout the year. In case Cutter suction dredger not able to tackle the work to the satisfaction of DCI/Indian Navy, then contractor has to mobilize Grab/suitable equipment without any additional mobilization cost and the charges towards the suitable equipment will be paid on quoted rate as per BOQ on in-situ basis based on quantity arrived through Simpsons formula
- 1.27 **Mobilization & De-mobilization**
 - a) The work shall commence within 14 (Fourteen) days from the date of receipt of LoA and Vessel has to be mobilized within 14 (Fourteen) days from the date of receipt of LoA.
 - b) The De-mobilization of the dredger will be made after the completion of the entire work within 15 days from the date the dredger and equipment are De-mobilized from the site and the site cleared of all obstructions. Certificate will be given on completion of work and a letter for de-mobilization will be issued.
 - c) In case of foreign flag dredger/crew mobilization, naval security clearance of crew would have to be undertaken in accordance with GOI rules.

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- d) Mobilization period of 14 days is not included in contract period.
- e) As the subject work is maintenance in nature, so No-underwater obstruction certificate required/will be issued.

1.27 Soundings and Charts:

- a) Necessary survey equipment for Pre-dredge and Post-dredge surveys of the areas to be dredged shall be made available by our client (Indian Navy).
 - b) Survey will be carried out by the Indian Navy before commencement of dredging and immediately on completion of dredging. Intermediate / progressive surveys shall be carried out by the Contractor at his own cost.
 - c) All soundings will be taken to the nearest decimeter and reduced to the Port Chart Datum which is 0.582 Mts below the Indian Mean Sea Level with reference to the Tide Gauge established.
 - d) A representative of the Contractor will accompany with Navy Survey team along with DCI representative, while carrying out Pre and Bill / Post dredging surveys.
- 1.27.1 On handing over the dredging area, soundings will be taken with Echo sounder.
- 1.27.2 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.
- 1.27.3 Soundings will be taken by Echo-sounder at the end of every fortnight to assess the quantity dredged and bill surveys shall be carried out on completion of dredging at each Zone.
- 1.27.4 Soundings will be taken by Echo sounder on completion of dredging at the site for calculating the quantity dredged for the final bill.

Tolerance -

- Vertical + /- 30 cm
- Horizontal - 500 cm

- 1.27.5 In case of over dredging done by more than 30 cms below the depth given in the scope of work, the quantity due to over dredging will be assessed on the basis of sounding and same will be deducted from overall dredged quantity for the purpose of payment, The contractors are not expected to dredge beyond the edge of the channel and if done no payment for the same will be made.

However, DCI will not responsible:

- i. For carrying out Hydrographic surveys in inaccessible areas viz. underneath jetties and in and around other marine structures.
 - ii. For assessment of quantity of material to be dredged or dredged from such inaccessible areas for any claim thereof.
 - iii. For the siltation taking place in the dredging area during the period of Dredging, or at any other place due to bursting of Contractor 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.
- 1.27.6 Measurements:
- II. Soundings will be taken at the interval of every 10 mts of dredging areas including side slopes formed by dredging.
 - III. The volume shall be calculated on the basis of the soundings taken before commencement and after completion of the area between dredging limits and slopes formed by using Simpson formula only.
 - IV. Soundings will be taken up to an accuracy of 100 mm whatever material dredged within the tolerance specified above depth wise and within 30m on either side of the dredging limits of particular Zone shown in the chart and side slopes will be 1: 5 in calculation of dredged volumes the actual dredged slope or 1:5 whichever is steeper shall be considered. Limit for payment of slopes beyond the boundary shall be 30m.

1.28 Water, Fuel and other consumables for Dredger.

- i. Water: The Contractor shall have to make his own arrangement for fresh water at his own cost. However, if available our client shall endeavor to supply water by shore connections. If

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supplied by our client the contractor has to pay for such supplies at the rates indicated by the client.

- ii. Fuels, Oils and other consumables required for the dredger shall be arranged by the contractor at his cost.
- iii. Electricity / power supply on payment of rates fixed by client, if available.

1.29 Berthing Facility for Maintenance.

The contractor shall have to arrange for the berthing facility for the dredger. The client may provide the contractor, the berthing facilities on payment of normal charges as levied by the local Port Trust/Indian Navy in case of availability. In case the contractor has to make use of berth of Cochin Port Trust (CoPT) due to non-availability of berth facility at Navy, all levies charged by CoPT 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 envisaged routine maintenance and special repairs due to breakdown etc., of his dredger(s), other crafts, equipment of dredger and pipeline.

1.30 Port Dues.

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

1.31 Idle time charges.

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

1.32 Quoted rates.

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

1.33 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.

1.34 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 craft and personnel shall at all times adhere to the established rules of DCI Clients and comply with any direction in respect of navigation in the Harbour that may be issued from time to time. The contractor shall also conform in every way in respect of marking and lighting any structure, craft or equipment, pipeline deployed in the execution of contract to maintain the channel for navigation during entire period of contract irrespective of the time/period during which the dredging operations have to be carried out. Data regarding shipping movement can be obtained from CoPT by contractor.

1.35 Working time.

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

1.36 Return of labour

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

1.37 Extension of Time

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

1.38 Failure of the Contractor (Risk & Cost)

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 07 days notice in writing to

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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 achieve design depth the loss or damage suffered by DCI or its Clients shall be recovered from the contractor.

1.39 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 03 calendar days notice in writing (email/letter/any other written mode) to that effect to the contractor. The contractor shall not have any claim for compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of such work. The contractor shall be paid at contract rate for the works executed charges.

2.0 Provident Fund Contributions:

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

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

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

of labour component value from the bill and remit the amount to DCIL, ECPF Fund. However, the percentage of recovery will be as per PF rules vary from time to time. The inspection charges stated above will be as per GOI rules/prescribed rates as applicable from time to time.

7.0 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 be 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 Navy/Port / DCI may direct.

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

Until such sunken equipment, material or things have been raised and removed, the Contractor shall set such buoys and display at night such lights and do all such things for the safety as may be required by the Competent Authority/ Port / DCI / Navy.

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

8.0 Safety, security and protects of equipment.

The Contractor shall throughout the contract period:-

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

CONTRACTOR

9.0 Accident/collision.

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

10. Health and sanitization.

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

11. Deduction of Over Dredging.

No payment shall be made for dredging beyond stipulated depth. In case of over dredging the excess volume dredged shall be arrived at by using Simpson's rule post check survey. The excess volume dredged will not count towards the overall contract volume and will not attract any payment by DCI/Navy.

12. Care of Works.

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

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

13. Integrity pact

The Integrity Pact has been included to this subject Tender and to be signed on Rs.200/- non-judicial stamp paper and submitted by the Bidders in 2 (two) originals as per the Form 10. This Integrity Pact will form part of the Tender Document.

CONTRACTOR

SECTION – V

SAMPLE FORMS

Notes on the Sample Forms

1. The Bidder shall complete and submit with the **Bid Form** its technical bid (Cover-A).
2. The **Price Schedules** shall be submitted **only** along with the **Price Bid**(Cover-B).
3. The **Performa for Bank Guarantee for Earnest Money Deposit** duly filled in should be submitted along with the Techno-Commercial Bid.
4. 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.
5. 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.
6. 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.
7. The **Certificate for Employment of relatives** duly filled in should be submitted along with Technical Bid(Cover A).
8. The **Certificate for Undertaking** duly filled in should be submitted along with Technical Bid (Cover A).
9. The **Certificate for Litigation** duly filled in should be submitted along with Technical Bid (Cover A).
10. The **Vendor Registration Form** consisting details of (PAN, GST, Bank Details etc.) of the bidder alongwith the supporting documents should be submitted with Technical Bid (Cover A).
11. The **Details of the Cutter suction dredger/Grab dredger Proposed for Hire** duly filled in should be submitted along with the Techno-Commercial Bid.
12. Integrity Pact: The Integrity Pact has been included to the subject Tender and is to be signed on Rs.200/- non-judicial stamp paper and submitted by the Bidders in 2 (Two) as per the Form 10. This Integrity Pact will form part of the Tender Document.

CONTRACTOR

Annexure-I

1. Bid Form

Date: _____

To:

Project-In-Charge
M/S.Dredging Corporation Of India Limited.
ProjectOffice : Kochi
Chackalackal Building, 2nd Floor
K.P. Vallon Road, Kadavanthara,Kochi-682020,

Sir,

Having examined the bidding documents including AddendaNOs[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and delivery **MAINTENANCE DREDGING OF AREA BEHIND THE NAVAL JETTIES AT SOUTHERN NAVAL COMMAND, KOCHI FOR THE YEAR 2020-21 BY DEPLOYING A SUITABLE INLAND CUTTER SUCTION DREDGER(S)**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 _____ 2020_____.

[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 MAINTENANCE DREDGING OF AREA BEHIND THE NAVAL JETTIES AT SOUTHERN NAVAL COMMAND, KOCHI FOR THE YEARS 2020-2021 BY DEPLOYING A SUITABLE INLAND CUTTER SUCTION DREDGER(S)/Grab dredger with their men and equipment, ancillaries, etc.
2. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
3. No other charges, other than those specified in the tender conditions shall be payable.

Issued to M/s.-----

CONTRACTOR

PRICE BID

NAME OF WORK: MAINTENANCE DREDGING OF AREA BEHIND THE NAVAL JETTIES AT SOUTHERN NAVAL COMMAND, KOCHI FOR THE YEARS 2020-2021 BY DEPLOYING A SUITABLE INLAND CUTTER SUCTION DREDGER(S)/GRAB DREDGER

Item No	Description	Quantity	Unit	Rate in (Rs.)	
				(In figure)	(in words)
1..	Charges for CSD/GD & its associated equipment, pipelines, etc for maintenance Dredging of area behind the Naval jetties at Kochi by deploying one CSD/GD capable of dredging 3600-4000 cu.m/day and pumping or disposing to the designated dump area through floating pipelines with a distance of upto 350 m including mobilization, demobilization, idle-time charge, fuel, fuel escalation/de-escalation, spares, stores, ancillary equipment, hydrographic survey boats/launches, insurance, taxes, labours, man power, etc, as specified in the SoW, T&C of the tender but excluding GST.	3.0 Lakhs Approx.	Per cum		

CONTRACTOR

3.BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.
Date :

To

The Dredging Corporation of india Limited,
H.B Colony Main Road,
Seethammadhara
Visakhapatnam-530022

WHERE AS (hereinafter) called "the Tenderer" has submitted its tender datedfor the execution of (name of work).....(hereinafter called "the Tender") in favour of DREDGING CORPORATION OF INDIA LIMITED, H.B Colony Main Road, Seethammadhara, Visakhapatnam-530022

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

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

THE CONDITIONS of this obligation are :

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

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.....(Rupeesonly) and will remain in force up to 07 days from the date of opening of Second Cover / Finance Bid, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of2020

For

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

CONTRACTOR

4. FORM OF CONTRACT AGREEMENT

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

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

WHEREAS the "Employer" is desirous of _____

_____ and the Contractor has offered to _____

AND WHEREAS the CONTRACTOR has deposited a sum of Rs. _____ as Performance 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/Work order
 - ❖ The Tender submitted by the Contractor
 - ❖ Instructions to Tenderer
 - ❖ Conditions of Contract
 - ❖ Specification for the Works
 - ❖ Price Bid

CONTRACTOR

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

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

Signed and sealed by:

CONTRACTOR

Signature :

Signature:

Name :

Name :

Designation :

Designation

Seal :

Seal :

In the presence of

Witness

a) Signature

Signature

Name & Address:

Name&Address:

CONTRACTOR

Annexure-V

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

Bank Guarantee No.

Date

To
Dredging Corporation of India Limited
H.B Colony Main Road,
Seethammadhara
Visakhapatnam-530013

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 DistrictCenter, DELHI – 110 091, India (herein after called the "DCI") having agreed to exempt M/s having its Registered Office at(herein after called the said "Contractor" from the demand under the terms and conditions of an Agreement / Contract / Work Order datedmade between DCI and Contractor for(herein after called the said "Agreement"), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for

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

2. We,
(Indicate the name of Bank)

do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding(say)only).

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending 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 thereunder and the Contractor shall have no claim against us for making such payment.

CONTRACTOR

4. We further

(Indicate name of the Bank)

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

5. We, further agree

(Indicate name of the Bank)

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

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

7. We, lastly undertake not to

(Indicate name of the Bank)

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

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

Dated theday of2020

CONTRACTOR

6. PROFORMA FOR EMPLOYMENT OF RELATIVES

Date:

To

The Dredging Corporation of India Limited,
Project Office : Kochi
Chackalackal Building, 2nd Floor
K.P. Vallon Road, Kadavanthara,
Kochi-682020,

Sir,

Sub: Tender for "Maintenance dredging of area behind the naval jetties at southern naval command, kochi for the year2020-2021 by deploying a suitable inland cutter suction dredger(s)/grab"-reg.

- a) With reference to your Tender No DCI/OPS/SNC/CSD/2020-21/ dated: 14-10-2020 and as per GCC 27 of Instructions to Bidders of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'OR'

- b) We hereby certified that my relative(s) working as Officer in Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India are given below:
1.....
2.....
3.....
4.....

Thanking you,

Yours faithfully,

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

CONTRACTOR

7. PROFORMA FOR UNDERTAKING

Date:

To

The Dredging Corporation of India Limited,
Project Office : Kochi
Chackalackal Building, 2nd Floor
K.P. Vallon Road, Kadavanthara,
Kochi-682020,
Sir,

Sub: Tender for "Maintenance dredging of area behind the naval jetties at southern naval command, kochi for the year 2020-2021 by deploying a suitable inland cutter suction dredger(s)/grab"-reg.

- a) With reference to your Tender No DCI/OPS/SNC/CSD/2020-21/ dated: 14-10-2020 and as per GCC 28 of Instructions to Bidders of Contract, we hereby undertake that, we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.
and,
- b) As per Clause No. 26 of GCC, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

CONTRACTOR

8. PRO-FORMA FOR LITIGATION

To

The Dredging Corporation of India Limited,
Project Office : Kochi
Chackalackal Building, 2nd Floor
K.P. Vallon Road, Kadavanthara,
Kochi-682020,

Sir,

Sub: Tender for “Maintenance dredging of area behind the naval jetties at southern naval command, kochi for the year2020-2021 by deploying a suitable inland cutter suction dredger(s)/grab”–reg.

- a) With reference to your Tender No DCI/OPS/SNC/CSD/2020-21/ dated: 14-10-2020 and as per GCC 29 of Instructions to Bidders of Contract, we hereby certified that, we do not have any current litigation with any party/ firms.

‘OR’

- b) We hereby certified that presently we are having litigation with the following party/ firms:
1.....
2.....
3.....
4.....

Thanking you,

Yours faithfully

*Strike out whichever is not applicable.

CONTRACTOR

9. VENDOR REGISTRATION FORM

1. Vender Details

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

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

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

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

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

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

CONTRACTOR

10. Details of the Cutter suction dredger/Grab Proposed for Hire

1. Name of the Vessel :
2. Name of the owner :
3. Builder name and Address :
4. Year of built :
5. Main dimensions :
 - Length :
 - Breadth :
 - Depth :
 - Draft :
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/Grab dredger :
11. Particulars of registry of Cutter Suction Dredger/Grab 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 presently available. :
18. Discharge pipe diameter :
19. Length of floating pipeline available :
22. Type of Cutter suction dredger/Grab 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/Grab dredger should be submitted on stamp paper duly Notarized along with Tender.

CONTRACTOR

SECTION – VI

11. 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/Grab dredger Proposed for hire as perform no 10.
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 ending 31stMarch2020;
 - ❖ 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 equipment 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 Annexure-III or Bank Guarantee
7. Copy of PAN, Copy of GST certificate.
8. Registration with Provident Fund Authorities/exemption letter, if any on the can may be.
9. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
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/Grab dredger proposed to be offered to DCI including copy of the existing insurance policy covering the Cutter suction dredger/Grab 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/Grab dredger to the tenderer to offer and operate the Cutter suction dredger/Grab dredger by the tenderer. (This authorization shall be executed on a stamp paperduly notarized).
14. The bidder shall have to give a Certificates/undertaking etc. as specified in Clause 28 of GCC.
15. Downloaded Tender Document along with all corrigendum/ addendum duly signed and stamped on all the pages by tenderer.

CONTRACTOR

SECTION – VII

12. INTEGRITY PACT

INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT

1. As per GCC Clause 29 of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
2. Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.200/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
 - i. The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper: "This stamp paper is an integral part of the Integrity Pact executed by us for _____[Insert the name of the package] Package and Specification Number _____[Insert Specification Number: package]" **[Sample is given overleaf]**
 - ii. In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:

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

CONTRACTOR

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

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

Rs. 200/- Non-judicial Stamp paper

INTEGRITY PACT

Between

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

And

(_____) hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for the tender No. KOC/OPS/SNC/CSD/2020-21, dated XX-XX.2020. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section I - Commitments of the Principal:

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

CONTRACTOR

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of Foreign Principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the India Agent / Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as Annexed and marked as Annexure.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit Offences outlined above or be an accessory to such offences.

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

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

Section 4:- Compensation for Damages.

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

Section 5: Previous Transgression.

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

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

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

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

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

Section 8: Independent External Monitor(s).

1. The Principal appoints competent and credible Independent External Monitors (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all the project documents of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties Offer to the Monitor the option to parties in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.
7. The Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Director on DCIL Board.
8. If the Monitor has reported to the Chairman, DCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, DCIL has not, within the reasonable time taken visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

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

Section 10: Other provisions.

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.

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4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty/ Guarantee etc. shall be outside the purview of Monitors
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & On behalf of Principal)

(Office Seal)

Place: _____

Date: _____

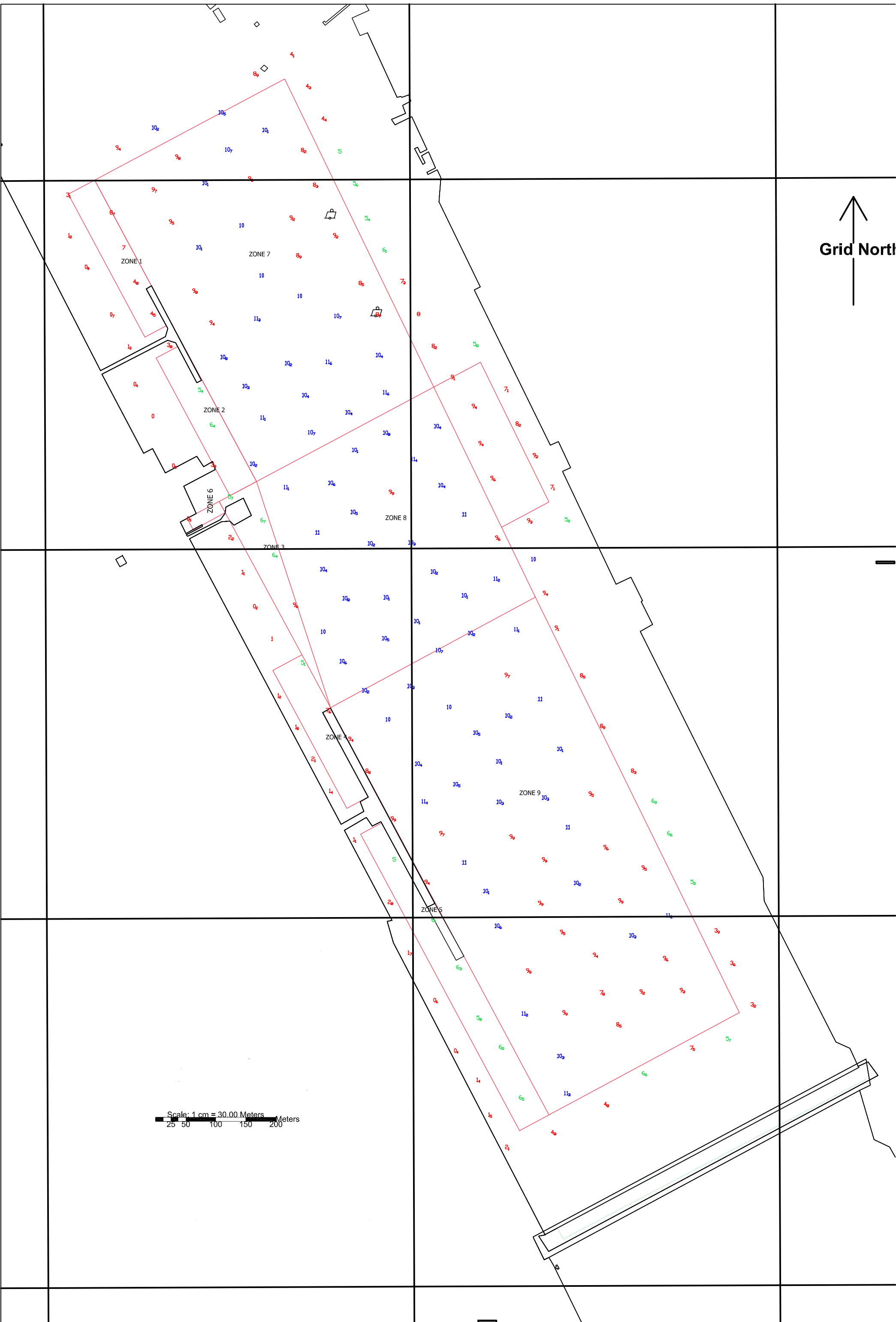
(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness 1: _____
(Name & Address) _____

Witness 2 : _____
(Name & Address) _____

CONTRACTOR



↑
Grid North

Scale: 1 cm = 30.00 Meters
25 50 100 150 200 Meters