

**DREDGING CORPORATION OF INDIA LIMITED
CORPORATE OFFICE
HB COLONY: SEETHAMMADHARA
VISAKHAPATNAM - 530 022**

E-TENDER

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| 1.NIT No: DCI/HO/OPS/Chennai/R-Boat/2021 Date.29.09.2021 |
| 2. Name of the work: Supply, manning and running of one Number wooden / steel hull mechanised boat of not less than 100 HP capacity having speed of 6 to 8 Knots on hire basis for making dredger routine services, survey works, diving works and other project related works at Chennai Port on as and when required basis as per requirement. |
| 3. Availability of Bids in DCIL and e-procurement websites for downloading:29.09.2021 to 13.10.2021 upto 1800Hrs. |
| 4. Last date of receipt of online Bids by DCIL through e-procurement : 14.10.2021 up to 1500 Hrs. |
| 5. Opening of Technical bids on line e-procurement website :14.10.2021 @ 1530 Hrs. |
| 6. Contact Person : GM (OPS & MKTG) Dredging Corporation of India Ltd., Corporate Office, H B Colony Main road, Seethammadhara, VISAKHAPATNAM – 530 022 ANDHRA PRADESH (INDIA) Ph No. 2871-347/ 397/376 E-mailID: hodops@dcil.co.in , nksiem@dcil.co.in , blmurthy@dcil.co.in |

GENERAL MANAGER (OPS & MKTG)

CONTRACTOR

DREDGING CORPORATION OF INDIA LIMITED
CORPORATE OFFICE
HB COLONY: SEETHAMMADHARA
VISAKHAPATNAM - 530 022

REF: DCI/HO/OPS/Chennai/R-Boat/2021Date: 29.09.2021

SECTION I
Invitation for bids

Electronic tenders (e-tenders) in e-procurement website by DCIL from eligible bidders for the following work. in single stage two bid system(Technical bid” and Financial bid / Bill of Quantities) from experienced contractors for work mentioned below.

1. **Name of the Work** : Supply, manning and running of one Number wooden / steel hull mechanised boat of not less than 100 HP capacity having speed of 6 to 8 Knots on hire basis for making dredger routine services, survey works, diving works and other project related works at Chennai Port on as and when required basis as per requirement.
2. **Period of Contract** : Five (5) months from the date of commencement of work and extendable for Five (5) months on month to month to basis with same rates, terms and conditions at the discretion of DCI.The contract can also be curtailed during original period / extended period if any as per sole discretion of DCI.
3. **Earnest Money Deposit** : **Rs.10,500/-**(By way of NEFT/ RTGS).
Bank Details for payment through NEFT payment as follows:
In favor of: Dredging Corporation of India Limited
Bank Name : Canara Bank
DCI Current account No. 35833070000014
Branch Name: DCILTD HB colony, Main Road,
Seethammadhara, Visakhapatnam -530022.
IFSC/ RTGS No.: CNRB0013583
(e- receipt to be enclosed)
4. **Estimated value of the work** : 10.50 Lakhs (Approx) Excl GST (For five months)
5. **Cost of Tender Documents** : Rs.250/- + GST 18 % = Rs.295/-
(By way of NEFT/ RTGS)
Bank Details for payment through NEFT payment as follows:
In favor of: Dredging Corporation of India Limited
Bank Name : Canara Bank
DCI Current account No. 35833070000014
Branch Name: DCILTD HB Colony, Main road,
Seethammadhara, Visakhapatnam -530022
IFSC/ RTGS No.: CNRB0013583
(e- receipt to be enclosed)

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6. Pre-Qualification Criteria:

- i) Experience of having successfully completed similar works for supply, manning and operating wooden/ Steel boats of having capacity of 100 to 200 HP and speed of 6 to 8 knots during the last Seven years, ending last day of month previous to the one in which tenders are invited should be any of the following:
 - A) Three similar completed works each costing not less than the amount of Rs.4.20 Lakhs or
 - B) Two similar completed works each costing not less than the amount of Rs.5.25 Lakhs or
 - C) One similar completed work costing not less than the amount of Rs.8.40 Lakhs.
- ii) Average Annual financial turn over during the last 3 years ending 31st March 2020 should be at least Rs.3.15 Lakhs.
7. **No hard copies** : This is a E-tender -Tenderers shall submit his/their bid online only at CPP websites:<https://eprocure.gov.in/e-procure/app>. Hard Copy bids (offline) shall not be accepted. Tenderers are advised to follow the instructions provided in the (Instructions to the tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers are required to get enrolled/ registered on <https://eprocure.gov.in/eprocure/app> before participating in the tender. The portal enrolment is free of cost.
8. **Price Bid** : Bidders are advised to submit their Price Bid(s) strictly as per the BoQ online based upon the layout, technical specifications, terms and conditions contained in the bid document after going through the prevailing conditions at site. The Financial Bid should contain the Bill of Quantities (Price Bid), which shall be submitted only in e-tendering mode. Price bid (Bill of Quantities) in the provided format is to be submitted through e-tendering mode only on <https://eprocure.gov.in/eprocure/app> before due date and time of submission. Electronic bids received after the stipulated last date and time for receipt of bids, due to any reasons will not be considered. Price bid in hard copy shall not be submitted.
9. **Queries** : Bidders may mail their bid related queries to the following e-mail ids and contact at the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc:
GM (OPS & MKTG)
Dredging Corporation of India Ltd.,
Corporate Office, H B Colony Main Road,
Seethammadhara, VISAKHAPATNAM – 530 022
ANDHRA PRADESH (INDIA), Phone No.91-0891—2871347/397
E-mail ID: hodops@dcil.co.in, nksiem@dcil.co.in, blmurthy@dcil.co.in
10. **DCI Reserves the right:** Notwithstanding anything stated anywhere in the tender, Dredging Corporation of India Ltd./ Employer reserves the right to:
 - a. Issue Tender Documents only to those considered capable to execute the work.
 - b. Accept or reject any or all Tenders without assigning any reason whatsoever.
 - c. Cancel the tender enquiry at any stage without assigning any reason.
 - d. Accept the tender in whole or part.
 - e. Reject the tender received with counter conditions.

GENERAL MANAGER (OPS & MKTG)

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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 for Supply, manning and running of one Number wooden / steel hull mechanised boat of not less than 100 HP capacity having speed of 6 to 8 Knots on hire basis for making dredger routine services, survey works, diving works and other project related works at Chennai Port on daily hire on as and when required basis as per requirement on daily hire charges. Contractors who satisfy the conditions stipulated in the bid document may submit their bids.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Limited (DCI) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 1.3 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI's Clients or shall not be ineligible as per ITB Clause 29

2. Cost of Bidding.

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

B. Bidding Documents

3. Content of Bidding Documents

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

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

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification about the bidding documents may notify the DCI in writing or by E-mail at the DCI's address indicated in the Invitation for Bid not later than Five (5) working days prior to the deadline for the issue of tenders prescribed in ITB. The clarifications requested by the bidders will be suitably uploaded in the websites Two (2) days before last date of issue of tender. No Press notification for any amendment will be issued.

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5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- 5.2 The amendment if any, will be uploaded in the websites. Respective bidders are requested to follow the websites regularly.
- 5.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, the DCI may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

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

7. Documents Comprising the Bid

- 7.1 The Bids shall be in single stage two bidSystem consisting of
- ❖ Techno Commercial Bid ; and
 - ❖ Price Bid
- 7.2 The “Techno Commercial Bid” prepared by the Bidder shall comprise the following components:
- 7.2.1 A Bid Form completed in accordance with ITB Clause 8 **except** the Price Schedule
- 7.2.2 A list of works tendered for and in hand/being executed as on the date of submission of tender.
- 7.2.3 A detailed list of vessels / equipment available with the tenderer and which is proposed for deployment for the work under consideration including their specification.
- 7.2.4 Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31st March 2020.
- 7.2.5 The requisite Earnest money deposits for participating in the tender in the form of e- challan (e- receipt to be enclosed)/ Bank Guarantee furnished in accordance with ITB Clause 12. In case of Bank Guarantee submission towards EMD, in addition to uploading the copy online, Original as per format provided at form No. 1 shall be submitted in hard Copy to the Employer before due date of submission without which the bid shall be rejected.
- 7.2.6 PAN Number issued by Income Tax Authorities.
- 7.2.7 GST Registration Number
- 7.2.8 Registration with Provident Fund Authorities
- 7.2.9 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
- 7.2.10 Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
- 7.2.11 Information regarding any current litigation in which the tenderer is involved. **(Annexure-I)**.
- 7.2.12 Vendor Registration form **(Annexure-IV)**
- 7.2.13 Copies of original certificates of registration etc., of the Steel/Wooden Hull Boat mechanised boat) which is proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the said Boat, Crew and Third Party.
- 7.2.14 Copy of clear title of the ownership of the Steel/Wooden hull mechanised Boat. If the tenderer is not the owner of the Boat, necessary documents in support of the authorization or lease granted by the owner of the said Boats to the tenderer to offer and operate the mechanized Steel/Wooden hull Boat by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.
- 7.2.15 Proof of regulatory Compliance for operating in waters of Chennai Port area or any other Rules and Regulations in force.
- 7.2.16 Check list for Techno-Commercial Bid

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- 7.2.17 The Tenderer will have to give a certificate that he is not related to any Officer of DCI or any Officer of the rank of Asst. Secretary or above in the Ministry of Ports, shipping and waterways, Government of India. The Contractor should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd. **(Annexure-II)**.
- 7.2.18 The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid. **(Annexure-III)**
- 7.2.19 The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid. **(Annexure-III)**
- 7.2.20 Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.
- 7.2.21 DCI reserves its right to inspect the Steel/Wooden Hull mechanized boat and seek any other details / documents to ascertain the competence of the tenderer. Suitability of the boat as per tender conditions will be decided by Committee appointed to inspect Steel/Wooden hull mechanized boat. As per Committee report, if Boat is not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.
- 8. Bid Form**
The Bidder shall complete the Bid Form except the Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 7.2.1 of ITB, duly sign and upload the same online in the Techno-Commercial Bid.
- 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 upload the rates/ file online in the Financial/ Price Bid.
- 9.2 The bidder shall quote his prices only in Price Schedule furnished in the bidding document and upload it online in the Financial/ 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 or tenders with counter conditions are liable for summarily rejections.
- 10. Bid Currencies**
- 10.1 Prices shall be quoted in Indian Rupees only.
- 11. Documents Establishing Bidder's Eligibility and Qualifications**
- 11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. Tenderer can access tender documents on the website, fill them with all relevant information and submit the completed document in the form of electronic tender on the website. <https://www.eprocure.gov.in/eprocure/app>.
- 11.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the DCI's satisfaction that the Bidder has the financial & technical capability and competency necessary to perform the contract as per Qualification Requirements. All documents as per tender requirement should be uploaded online at tender portal and no documents will be accepted offline. Bidder not submitting any of the required documents will be summarily rejected.
- 11.3 The bidder should furnish the details of the mechanized Steel/Wooden hull mechanized boat proposed for hiring. Tenders and supporting documents should be uploaded through e-procurement portal. Hard copy of the tender documents will not be accepted.

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12. Earnest Money Deposit (EMD)

- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, the Earnest Money Deposit by the way of remittance through NEFT/RTGS in DCI's current bank account as mentioned in this Tender or by way of e-challan as indicated in the tender to be submitted to the bank as detailed from any Scheduled or Nationalized Indian Bank or by the way of unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank as per enclosed sample. In case of bidders submitting Bank Guarantee towards Earnest Money Deposit for the tender, Original "Bank Guarantee" towards EMD shall be submitted to "General Manager (Ops & Mktg), Dredging Corporation of India Ltd., 'Dredge House', HB Colony Main Road, Seethamadara, Visakhapatnam – 530 022 in a separate envelope super scribed "Earnest Money Deposit" for Tender No: DCI/HO/OPS/Chennai/R-Boat/2021 Date: 29-09-2021" and reach the above address on or before due date and time for submission of the tender. If the Original Bank guarantee towards EMD is not received by the above due date and time, the bids shall be liable for rejection. The Earnest Money Deposit shall not carry any interest.
- 12.2 The Earnest money is required to protect the DCI against the risk of Bidder's conduct, which would warrant the earnest money forfeiture, pursuant to ITB Clause 12.6.
- 12.3 The earnest money deposit submitted in the form of Bank Guarantee shall be valid for thirty (30) days beyond the validity of the bid.
- 12.4 Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 21.
- 12.5 Unsuccessful bidders' earnest money deposit will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiry of the period of bid validity prescribed by the DCI pursuant to ITB Clause 13 without interest.
- 12.6 The earnest money deposit may be forfeited:
If the bidder
- (a)(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 27; or
 - (ii) To furnish performance security in accordance with ITB Clause 28.
 - (iii) to commence the work as per the Letter of Intent or Work Order

13. Period of Validity of Bids

- 13.1 The Tenderer should keep open the validity of the Bid for 60 days from the date fixed for opening of Techno-commercial bids or from actual 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 letter/e-mail is made by DCI before the expiry of the initial validity period of 60 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 13.2 In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 12 shall also be suitably extended.

14. Format for Signing of bid

- 14.1 Special care shall be taken while uploading the Bid Documents which are legible and clear. Due care is to be taken while entering any values /rate in the Price Bid/Financial Bid/Bill of Quantities.

D. Submission of Bids

15. Separate bids Viz . Technical Bid and Financial Bid/ Bill of quantities.

- 15.1 The Technical Bid containing all requisite enclosures are to be uploaded in pdf format under "Techno-Commercial Bid".
- 15.2 The financial bid/Bill of quantities containing only bid rates and amounts against each service are required to be uploaded under "Financial Bid /Price Bid/ Bill of Quantities.

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- 15.3 Both the above bids are to be uploaded at a time on or before the due date and time specified in the IFB. Tenderer should ensure that his tendered amount as per Financial/price Bid/ Bill of Quantities are not mentioned in any other document directly or indirectly.
- 15.4 If any of the bids are not uploaded properly as required by e-procurement website, the said bids cannot be decrypted/ opened by the Employer and hence the bids cannot be considered. In such cases Employer will assume no responsibility and hence the bidders shall take proper care and ensure that their bids are properly uploaded with all the requisite documents.
- 15.5 Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender.

16. Deadline for Submission of Bids

- 16.1 Online bids must be uploaded in e-procurement website specified under Invitation of bids(IFB) not later than the date and time specified therein. In the event of specified date of submission of bids, being declared a holiday for the employer, the bids will be received up to the appointed time on the next working day.
- 16.2 Employer may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the Employer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Bids

- 17.1 Any bid received by the DCI after the deadline or extended deadline for submission of bids prescribed by the DCI pursuant to ITB Clause 16 will be rejected.

18. Modification of Bids

- 18.1 The Bidder cannot modify or withdraw its bid after due date & time of submission of the technical bids.

E. Opening and Evaluation of Bids

19. Clarification of Bids

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

20. Preliminary Examination

- 20.1 The DCI will examine the Techno-Commercial Bids / Technical bids to determine whether they are complete, whether required earnest money has been deposited either through online or Bank Guarantee, whether the documents have been properly signed, and whether the bids are generally in order in line with the pre-qualification criteria given in IFB/NIT.
- 20.2 The DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 20.3 Prior to the detailed evaluation, pursuant to ITB Clause 21, the DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 12), Applicable Law (GCC Clause 23), and Taxes and Duties (GCC Clause 25), Performance Security (GCC Clause 6), and Force Majeure (GCC Clause 17) will be deemed to be a material deviation. The DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.
- 20.4 If a bid is not substantially responsive, it will be rejected by the DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

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21. Evaluation and Comparison of Bids.

- 21.1 The Financial/ Price bid/ Bill of quantities of only those tenderers who have been qualified in the Technical Bid will be opened at a later date. The date and time of opening of Financial bid /Bill of quantities shall be notified in Employer's and e-procurement web-sites.
- 21.2 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.
- 21.3 Bill of quantities shall be inclusive of all Port dues for plying in Port waters, Passes for Crew, HSD, Lub oils and all consumable items for the Boat operations and bills should be submitted in duplicate, i.e., Original with one copy.
- 21.4 The wooden / steel hull mechanised Boat to be supplied for DCI services should be not less than 100 HP and 6 to 8 knots speed, should be shallow draft vessel to ply in shallow waters and should be in good working condition and capable of carrying 15 persons and one MT weight of material. The boat should be capable of plying in the Chennai Port waters in all the seasons and weather conditions throughout the year. The Tenderer shall arrange for inspection and trial run of the boat along with relevant documents by the committee or the nominated representative(s) of DCI Ltd., at Tenderer's cost and all other related expenses are to be borne by the tenderer. The tenderer having only such technically qualified/approved boat shall be considered for opening of price bid. The decision of the GM(OPS & MKTG) of DCI, Visakhapatnam about the suitability of the Boat will be final.

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

- 22.1. 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.
- 22.2. Any effort by a Bidder to influence the DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

23. Award Criteria

Subject to ITB Clause 2, the DCI will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid. However, DCI reserves the right to accept or reject any bid as specified in Clause 25 of ITB.

24 Right to Vary Period of Contract at Time of Award

Contract period is for 5 (five) Months and Contract will be extended for a period of 5 (five month) on month to month basis before expiry of contract. DCI may, by written notice, intimate the Contractor to extend the contract month to month basis for a period of five month or less at the discretion of DCI. 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 / curtailment and decision in the matter will be final, binding on the Contractor and will not be subject to dispute.

In case of curtailment or temporary suspension of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 24Hours notice of suspension/ termination. In this case, the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 24 hours notice by the project office, Chennai, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to DCI's rights and remedies.

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

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

26. Notification of Award

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

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

27 Signing of Contract and commencement of work

27.1 At the same time as the DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with DCI at his cost within Seven (7)days of issue of work order

28. Performance Security

28.1. Within Seven (07) days of the receipt of work order from the DCI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement of ITB Clause 29 or ITB Clause 30 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid EMD.

29. Corrupt or Fraudulent Practices

29.1 The DCI requires that the Bidders/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DCI:

29.2 defines, for the purposes of this provision, the terms set forth below as follows:

29.3 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a DCI/public official in the procurement process or in contract execution; and

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

29.5 DCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

29.6 DCI will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.

30. General

30.1.1 Bid Documents are not transferable.

30.2 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 against the other items in the Price Schedule. This means that if the Bidder fails to enter a price or rate for any items in bills the price or rate for such items will be treated as nil.

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

30.4 All Signatures in the Document shall be dated.

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

30.6 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.

30.7 Once the contract is awarded all correspondences must be made to the Project office where the Boat services are to be provided.

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- 30.8 In the event of failure or breach of the contractual obligations, the firm /contractor will be blacklisted and prevented from participating in the future tenders of the corporation for a specified period. The period of blacklisting and manner of black listing can be decided by the competent authority.
- 30.9 The tenderer has to supply the inspected boat only and DCI will not accept other boats.
- 30.10 All correspondences regarding this tender must be made to the Dredging Corporation of India Ltd., Head Office, HB Colony Main Road, Seethammadhara , Visakhapatnam-530 022

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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 (DCIL).

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. Tender notice, complete tender document, LOI, work order, agreement, correspondence exchanged before the issue of letter of acceptance/work order by which the Conditions of Contract are amended, varied or modified in any way by mutual consent will form part of the Contract.

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.

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

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

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

1.1.9. “Engineer” means the DCI’s official who has invited the tender on its behalf and includes any other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated.

1.1.10. “Engineer’s Representative” means any subordinate Engineer or Assistant to the Engineer or any other official deputed from time to time by the DCI/Engineer to perform the duties of the Engineer.

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

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

1.1.13. “GCC” means the General Conditions of Contract contained in this section.

1.1.14. “SCC” means the Special Conditions of Contract.

1.1.15. “Day” means calendar day.

1.1.16. “Month” means the English calendar month.

1.1.17. “Singular/Plural” -Word importing the singular only, also includes the plural and vice-verse and masculine includes feminine and vice versa where the context so requires.

1.1.18. “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. The Contract & General Obligations of Contractor

3.1 Applicability of Laws on the Contract

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

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- 3.1.1 The Indian Contract Act, 1872
- 3.1.2 The Major Port Trust Act, 1963
- 3.1.3 The Employees' Compensation Act, 1923
- 3.1.4 The Minimum Wages Act, 1948
- 3.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.

- 4.0 The Dock Workers' Act, 1948
- 4.1 The Indian Arbitration and Conciliation Act (1996)

4.2 **Contractor to Execute Contract Agreement:**

After receipt of work order and within 07 days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract.

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

Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, the Engineer shall have the power to interpret 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 for (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.

4.4 **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 of boat and providing man power thereof, transporting to and from the site and in and about the work, including loading, unloading equipment and ancillary spares, watch-keeping, lighting, running expenses of the Boat including fuel, oil, grease, wages of crew, mobilization, de-mobilization port dues, wharfage/jetty charges, payment of fees, duties taxes excluding GST to the appropriate authorities and other things of every kind required for the completion work.

4.5 **Contractor is Responsible for safety of the Boat including men and material:**

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

4.6 **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 the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation specified in the Contract. The Contractor shall inform the engineer or his Representative in writing about such representative / agent of him at site.

4.7 **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 with regard to the personnel or structure or services or properties belonging to the DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the DCI against claim for injury, loss or damage caused by the Contractor in connection with the execution of the work to the aforesaid properties, structures and services and / or to any person including the Contractor's workmen. Cost of

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insurance Cover, if any, taken by the Contractor shall not be reimbursed by the DCI, unless otherwise stipulated in the Contract.

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

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

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

4.8.3 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.

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

4.8.5 Damage / injury caused to waterway and bridge on account of the movement of Contractor's vessels, plants and materials in connection with the work.

4.8.6 Pollution of waterway and damage caused to river, lock, sea wall or other structures related to waterway, in operating contractor's vessels, equipment.

4.8.7 The Contractor should make his own arrangements at his cost for a suitable berth during non-working time, repair and maintenance, breakdown and any other purpose etc. when the Boat is not being engaged by DCI.

4.8.8 The Boat should be adequately lit as per port rules/ Concerned 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.

4.8.9 The Boats has to run as per the instructions of the Project Manager or any other official of Project office nominated by the Project Manager for making trips to dredger(s) or any other work. Master / Dredge watch keeping officer instructions is to be followed by boat personnel for embarkation / disembarkation to / from Dredger/Pipeline works. A logbook shall be maintained by the Contractor, which shall form the basis for the payment.

4.8.10 The Contractor has to follow all safety regulations while carrying men / materials / laundry/ gas cylinder or any other material / equipment required for repairs if any or any other service to ensure un-interrupted dredging operations.

4.9.1 In the event of the breakdown / deficiency in achieving desired speed /deficiency in condition of the deployed Steel/Wooden hull mechanizedBoat, the Contractor has to replace the same with immediate effect without causing any hindrance to the normal activities of dredger or other project works. The replaced Steel/Woodenhull mechanized Boat should not be changed in specifications as agreed previously. In the event the Contractor fails to make arrangement for a substitute Steel/Woodenhull mechanizedboat , 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 Steel/Wooden hull mechanizedBoat.

4.9.2 The Steel/Wooden hull mechanizedBoat should be available for operations round the clock.

4.9.3 The rate quoted by the Contractor shall include all running expenses of the Boat including fuel, oil, grease, wages of crew, mobilization and de-mobilization, repair cost , wharfage charges etc.

5. **Notice to Contractor**

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of DCI's enlisted Contractor to the address as appearing in the DCI's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch. Every direction or notice to be given to the Contractor shall also be deemed to have been duly served on and received by the Contractor if it is sent through e-mail. Contractor shall not change his email id from what he has notified in the Vendor Registration Form and DCI shall not be responsible for any consequences for any change of email id by the Contractor

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- 5.1 Works to Cause Minimum Possible Hindrance to Traffic Movement.
- 5.2 The work has to be carried out by the Contractor causing the minimum hindrance for any maritime traffic or Surface traffic.

6. Performance Security

- 6.1 Within Seven (07) days after receipt of work order for the Contract, the Bidder shall furnish Performance Security to the DCI in the amount specified in the General Conditions of Contract.
- 6.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 6.3 A sum equal to 03% of the of the contract value as indicated in work order shall be deposited by the contractor by e-payment/e-challan or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure enclosed. Bank Guarantee shall be valid till completion of work including extended period plus 60 days thereafter. In case if any increase / decrease in value of the contract during the currency of contract, additional bank guarantee for the same shall be submitted by the party.

At the option of contractor, EMD can be converted as part of Performance Security and balance performance security shall be submitted in the form of BG/e- payment to DCIL, Canara Bank as per account details given. In case the contract is further extended by one year, a sum equal to 3% of the contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from EMPLOYER. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager. If Bank Guarantee is submitted against Performance Security, it should be valid till the completion of the contract including extended period if any plus 60 days thereafter. In case of any increase/ decrease in value of the contract during the currency of contract, additional bank guarantee for the same shall be submitted by the party.

The performance security will be discharged by the EMPLOYER and returned to the Contractor not later than Sixty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, under the Contract.

7. Insurance

- 7.1 The contractor shall without limiting his or the DCI's obligations and responsibilities insure his Boat and workmen / Crew
- 7.2 The contractor shall insure his equipment and other things brought on to the site for the sum sufficient to provide for their replacement at the site.
- 7.3 The contractor shall insure 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), besides insurance coverage's for the Hull and machineries for the boat identified and engaged at site.
- 7.4 The contractor shall insure against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen)
- 7.5 The boat shall have required number of life jackets, safety devices, fenders, guards, anchors etc. The contractor shall insure the boat along with crew and 15 Nos of passengers against any mishaps.
- 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. Insurance to be shown to project office Chennai within 07 days of issue of work order without which the bills may not be accepted.
- 7.7 The contractor shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times.
- 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 the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the

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amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.

- 7.9 In the event that the contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure. DCI shall be deemed to have been indemnified and kept indemnified by the contractor against all losses and claims in this regard from the date of such default/failure.

8. Payment

- 8.1 The Contractor's request(s) for payment shall be made to the Project Manager, DCIL PO Chennai in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract and also submission of GST returns to the subject bill, Employees PF returns which is paid by contractor and proof of payment of wages for boat staff etc.
- 8.2 The Bill for Services rendered/payment will be made on a monthly basis, by Project Manager, PO Chennai, by Electronic Payment. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor. The work done certificate/ logbook shall be certified on daily basis by Site-In-Charge/ Master or the person nominated by the Project Manager, PO Chennai. The payment will be made only for services provided as per accepted rate in work order. Payment shall be made by DCIL, H.O within 30 (Thirty) days of submission of an invoice/claim by the Supplier complete in all respects. No interest on the payments shall be payable by DCI for any reason what-so-ever.
- 8.3 The logbook is to be maintained by the contractor on daily basis and details for each trip of routine service/ any other related project works to the dredger or any activity for which the boat is utilized other than routine trips to dredger, etc. shall be recorded and duly signed and certified by the Site In-charge or Master and must be submitted along with the Bill for the purpose of payment of services provided to be certified by DCI representative on daily basis and must be submitted along with the monthly invoice.
- 8.4 Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill.
- 8.5 If at any time during the currency of the contract or before the settlement of final bill on completion of the contract any sum is found to be recoverable from the Contractor, the same shall be recovered first from any sum due to the contractor against any current bill and/or from his dues and/or from any sums payable to the Contractor from the present contract and/or other contracts of the Contractor with Corporation and the same shall be paid by the contractor to the DCI on demand as debt due to the DCI.

9. Prices

Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid on account of escalation on Fuel, labour and material.

10. Change Orders

The DCI may at any time by a written order given to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor.

If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the DCI's change order.

11. Contract Amendments

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's prior written consent.

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13. **Subcontracts**

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

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

14.1 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the DCI in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the DCI shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

14.2 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 14.1 without the application of liquidated damages.

15. **Liquidated Damages**

Subject to GCC Clause 17, if the Contractor fails to perform the Services within the period(s) specified in the Contract, the DCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the contract price per week for delay in commencement / completion of whole work subject to maximum 10% of the contract price. Once the maximum is reached, the DCI may consider termination of the Contract pursuant to GCC Clause 16.

16. **Termination for Default**

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

16.2 if the Contractor fails to provide the service within 02 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 the DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

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

17. **Force Majeure**

17.1 Notwithstanding the provisions of GCC Clauses 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, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes.

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- 17.3 If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 17.4 In the event of either party being rendered unable by force majeure conditions to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts.

18. Termination for Insolvency

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

19. Termination for Convenience

The DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of **24 Hours** will be given.

20. Settlement of Disputes

- 20.1 If any dispute or difference of any kind whatsoever arises between the DCI and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DCI or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to providing of the services or after providing the services under the Contract.
- 20.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
Notwithstanding any reference to arbitration herein,
The contractor shall continue to perform their respective obligations under the Contract unless otherwise instructed

21 Limitation of Liability

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

22 Governing Language

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

23. Applicable Law

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

24. Compliance with Statutory Requirements

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

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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 Employees' Compensation Act or Employees State Insurance Act and Scheme, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations/Rules /Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws, rules, regulations or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, etc the DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the DCI shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the DCI is required or called upon to pay or reimburse on behalf of the contractor.

25. Taxes and Duties

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

If any new taxes and/or increase / decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract, Any change in Legislation during the contract period with regard to Taxes will be applicable to the contract.

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

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/she is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Ports, Shipping and Waterways 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. Notices

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

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

28.3 If the contractor is backing out from the contract during the contract period including extended period, the Earnest Money Deposit, Performance Security Deposit for the original contract period and performance security deposited for the extended period if any will be forfeited.

28.4 Copies of Original Certificates of registration, survey, plying license etc., of the steel/ Wooden hull mechanised boat offered to DCI including copy of existing Insurance Policies covering the marine hull, machinery of boat and crew and 15 Nos passengers and valid plying license from Chennai Port are always to be kept available in the Boat and the copies of these documents are to be given to the Project In-charge, DCI, Chennai for record. Contractor shall renew and keep valid all such documents, certificates and policies throughout the contractual period including extended period if any at his cost. All liabilities in this regard shall be solely of the contractor. DCI shall be deemed to have been indemnified and kept indemnified by the contractor against all losses and claims in this regard from the date of such default/failure.

28.5 Boat License for carrying men and material from Local / Port Authorities for plying in Chennai Port shall also be the contractor's responsibility and the above condition shall apply.

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

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SECTION –IV
SPECIAL CONDITIONS OF CONTRACT(SCC)

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

1. SCOPE OF WORK:

Dredging Corporation of India Limited is likely to take up the /Maintenance Dredging work at Chennai Port for the year 2021-22. As per the scope of work, the dredging shall be carried out at Entrance channel, BD Turing circle, Dr.Ambedkar dock basin, Jawahar Dock basin and alongside wharf by TSHD and DCI Back Hoe and dump the dredged material at 2.5 to 4.5 Nautical miles from the dredging area. As per the contract, the total quantity to be dredged from the above areas is about 1.311 Million Cu.Mtrs. DCI is proposing to deploy to carry out the above work by deploying one No. TSHD of 5500/7500 Hopper capacity and DCI back hoe for carrying out dredging at alongside berths close to wharf and side casting the dredged material. The total contract period is 5(Five) months from the date of commencement of dredging. In this connection, the Corporation desires to hire one No.steel/ wooden hull mechanizedboat of not less than 100 HP having speed of 6 to 8 Knots for making dredger routine services, survey works, diving works and other project related works, round the clock as instructed by the site –in-charge / Project Manager. DCI may require to engage additional boat on the same rate, terms and conditions, if required, and contractor shall be able to provide an additional boat on as and when required basis /as per the requirement.

- 1.1 Contractor shall supply steel/ wooden hull Mechanized boat with sufficient size and stability to safely and properly carry out routine trips to vessels under the site and sea conditions in and around Chennai Port on as and when required basis.
- 1.1 The horse power should be not less than 100HP and draft should not be more than 1.2 Mts.
- 1.2 Seating arrangement should be there for at least 15 persons and ceiling properly covered with canopy protecting from sun and rain or permanent cabin for men and material.
- 1.3 Adequate radio / VHF communication/mobile phone/GPS, all statutory requirements such as Life saving Appliances, Fire Fighting Appliances etc as per relevant rules shall be available on the steel/ wooden hull boat intended to hire.
- 1.4 Boat shall have good maneuverability and ample space for transporting of men, material, stores, spares etc. The boat is also required to transport Lube oil drums/empty drums and any other materials of DCI Dredger(s) from shore to Dredger(s) vice versa, during that period the boat crew members assistance shall be utilized and no separate payment shall be made for such works.
- 1.5 Boats shall have Experienced Helmsman.
- 1.6 Suitable arrangements shall be made available if required, for towing such as bollards both sides (port and Starboard) on aft and forward and one Ballard of center of aft.
- 1.7 The services of the boat shall be used and should be available for 24 hrs a day. The rate quoted by the tenderer is per day of 24 hrs. In case of breakdown of the Boat, payment will be made on pro-rata basis for 24 Hrs working charges. The boat should be strictly operated as per instructions of Project Manager.
- 1.8 The boats shall be used as per site requirement. In case of breakdown of the boat, the payment of hire charges will be deducted for the period or hours of breakdown on pro-rata basis.
- 1.9 The boat should be capable to ply in Chennai Port waters as afore said in Clause 1.1.of SCC and as per the scope of work of SCC in all weather conditions of all the seasons in a year. The best suitable boat for the above purpose

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shall be selected and deployed. The valid plying permission from Chennai Port to ply in Chennai Port waters shall be submitted by tenderer for the offered boat.

- 1.10 The proposed Mechanized Boat shall be capable to ply up to Chennai Port outer anchorage area if required in emergency. The offered steel/ wooden hull mechanised boat should not be less than 100HP. The speed should be 6 to 8 Knots.
- 1.11 The rate quoted shall be for making trips in a day of 24 hours. The service of Routine Boat will be utilized during dredger maintenance/breakdown of dredger as per the requirement of Master of the dredger. Payment will be made only for the actual boat utilized.
- 1.12 Boat is engaged specially for making routine trips and other project related works from shore to dredger and back and for Port officials or any other works as per instructions of Project Manager.
- 1.13 The boat should be available at the specified jetty throughout the contract period.
- 1.14 If DCI intends to engage an additional boat for the use of our client including other project works, on the same rate terms and conditions of this contract, 24 hours notice time will be given by the employer to the Contractor for deployment of the boat and one day notice will be given for termination.
- 1.15 The Boat shall be used for routine services, mooring works, diving works and any other project works in all sea conditions at Chennai Port throughout the contract period and extendable period if any. The time of 24 Hrs engagements of Routine boat and trip timings will be intimated by Project Manager in consultation with the Master of the vessel before commencement of contract. However, the actual requirement of trips and timings may vary depending upon the actual operational requirements of the DCI dredger (S) deployed at Chennai Port.
- 1.16 Rate quoted shall be inclusive of all Port Dues for plying the boats in Chennai Port waters, Passes for Boat Crew, HSD, Lube oils and all consumable items for the boat operations inclusive of Repairs and maintenance works and all cost towards, engaging men, material etc. complete during the contract period including extension period and bills should be submitted in duplicate, i.e. one original with one copy

2. Settlement of Disputes (GCC Clause 20)

I The rules of procedure for arbitration proceedings pursuant to GCC Clause 20.4 shall be as follows:

The decision of the CGM/ Managing Director 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 GM (OPS & MKTG) or his authorized representative.

II. If any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above (I) or on matters which are stated to be final and binding on the contractor the same 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 lite. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract

CONTRACTOR

5. Compliance with Statutory Requirements (Same as GCC Clause 24)

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 EPF authorities. The above percentages are subject to vary as per instructions of GOI/EPF Authorities from time to time.

6. Notices (GCC Clause 28)

GCC 28.1—Contractor's address for notice purposes:

Employer's address for notice purposes :-

GM (OPS & MKTG)
Dredging Corporation of India Ltd.,
Corporate Office, H B Colony, Main road
Seethammadhara,
VISAKHAPATNAM – 530 022
ANDHRA PRADESH (INDIA)
Ph No. 2871-347/ 397/376
Email id :hodops@dcil.co.in, nksiem@dcil.co.in,
blmurthy@dcil.co.in

7. Sunken Equipment:

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

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

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

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

- 8 If Contractor backs out at any stage during the contract period, i.e., including extension period, the entire EMD and Performance Security Deposit will be forfeited without any prejudice.

CONTRACTOR

9. In the event of temporary suspension due to discontinuation of the project work/ during major break down of DCI dredger etc , the contract shall be suspended temporarily by giving one day notice to the contractor and 2 days notice for commencement of the work.
10. All the running expenses of contractor's Boat, Crew member's wages, HSD Oil and lubricants, repairs, servicing, maintenance etc. shall be entirely to the contractor's account. No variation in fuel, labour and material during the currency of the contract will be entertained by DCI.
11. Taxes, if any, port dues, wharfage etc. for the Boat is to be borne by the contractor and he should ensure that valid documents are always available for verification and also he should extend the validity of same in due date during the tenancy of contract excluding service tax.
12. The Contractor should obtain necessary permission/ license from Chennai Port Authorities for plying the offered boat in Chennai Port areas / waters and for carrying persons and materials. Necessary support for obtaining entry passes, permissions for boat and crew from Chennai Port will be given by DCI Project Office, Chennai. The Crew members employed by the Tenderer should also have valid certificate / license as required by Port / DCI Ltd.
13. The Contractor should ensure that all the Port rules are duly observed and strictly complied with. The Contractor will be responsible for any loss or damage caused to the Boat and personnel and shall indemnify the Corporation and Chennai Port from any claims of such damages. The Corporation and Chennai Port shall be deemed to have been indemnified and kept indemnified by the Contractor from any such claim/damages.
14. The Contractor shall take "Insurance" cover for the Boat, Hull, machinery and crew which is qualified and proposed to ply under this contract. To that effect a copy of Insurance Policy is to be submitted to Project Manager, DCIL, Chennai before release of the bill. The Contractor shall be solely responsible for all types of insurance coverages mentioned in this Tender and shall keep all insurance coverages valid for the entire contract period including extensions, if any and DCI shall be deemed to have been indemnified and kept indemnified by the Contractor against any failure /default or claims arising due to such failure /default.
16. Self-propelled steel / wooden hull mechanised boat shall at all times work under the provisions of the Indian Port's Act., the Major Port Trust 's Act, any other Act as applicable and Port Rules and Bye-laws of Chennai Port.
17. In case the boat runs aground or sinks, the owner shall with due dispatch re-float or raise or remove the wreck of boat at his cost, so that the Port Waters are always kept navigable and clear and until the same shall be raised, removed and cleared, the contractor should make arrangements at his cost to mark with buoys during day time and at night display lights and do all such things for the safety of navigation as may be required by Chennai Port Authorities / Port regulations.
18. The Boat to be supplied for routine services, mooring work, diving works and other project related works should be wooden/steel hull of not less than 100 HP capacity with 6 to 8 knots speed and should be shallow draft vessel and should ply in shallow water and should be in good working condition and capable of plying in the Chennai Port waters including anchorage area. The Tenderer shall arrange for inspection and trial run of the boats along with relevant documents by the committee or the nominated representative (s) of DCI at Tenderer's cost and all other related expenses are to be borne by the Tenderer. The DCI inspection team will inspect offered boat of participated tenderers after opening technical bid. The decision of General Manager (OPS & MKTG), DCI, Head office Visakhapatnam about the suitability of the boat will be final.
19. In the event of breach of contract by the Contractor and / or the Tender is cancelled due to default on the part of the Contractor, and the balance of work to be carried out is awarded to another agency at the risk and cost of the Contractor, the Corporation shall be entitled to withhold any sum due as a result of the said breach or default.

CONTRACTOR

20. Suitable lifesaving equipment, firefighting equipment and first aid appliance shall be provided in the boat engaged and shall be available for use at all times and no liability shall be accepted by the Corporation for any reasons whatsoever in this regard.
21. The boat crew shall behave and perform their duties in a decent way without any quarrel since the work site is a restricted place. In case any of them is found not suitable, same person shall be replaced as per the directions of Project Manager.
22. The additional boat requirement either at Chennai Port if any will be intimated to the contractor one day in advance. The contractor shall supply the boat positively with the same agreed rates, terms and conditions.
23. Tenderer should have proper Chennai Port (ChPT) plying permission/license and valid documents for Boat offered by the party and other than the Chennai Port plying permission not acceptable.

CONTRACTOR

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To

The General Manger (OPS& MKTG),
M/s. Dredging Corporation of India Ltd.
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, Dredge House, H.B.Colony Main Road, Seethammadhara, Visakhapatnam –530 022 hereinafter called the “CORPORATION”.

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

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

THE CONDITIONS of this obligation are:

1. If the bidder
 - (a)(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 27; or
 - (ii) To furnish performance security in accordance with ITB Clause 28.
 - (iii) to commence the work as per the Letter of Intent or Work Order

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

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

Dated.....day of2021

For

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

CONTRACTOR

FORM OF CONTRACT AGREEMENT

This agreement made this _____ day of _____, 2021 BETWEEN the **Dredging Corporation of India Limited**, a company registered under the Indian Companies Act, 1956, having its head office at M/s. Dredging Corporation of India Ltd. "Dredge House", HB Colony Main road, Seethammadhara, Visakhapatnam-530 022,(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

M/s. _____
(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 availing the services for "Supply, manning and running of one Number wooden / steel hull mechanised boat of not less than 100 HP capacity having speed of 6 to 8 Knots on hire basis for making dredger routine services, survey works, diving works and other project related works at Chennai Port on as and when required basis as per requirement" 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
 - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, _____ the "Contract Price" _____ of Rs. _____ (Rupees _____) at the times and in the manner prescribed by the Contract.

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

Signed and sealed by:

CONTRACTOR

Signature:

Name :

Designation :

Seal :

In the presence of

Witness

a) Signature

Name & Address:

EMPLOYER

Signature:

Name :

Designation :

Seal :

Signature

Name & Address:

CONTRACTOR

FORM OF BANK GUARANTEE BOND
(IN LIEU OF SECURITY DEPOSIT)

Bank Guarantee No.

Date

To

The General Manger (OPS & MKTG),
M/s. Dredging Corporation of India Ltd.
H B Colony Main Road, Seethammadhara, , Visakhapatnam-530022,.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Head Office at M/s. Dredging Corporation of India Ltd. 3rd floor "Dredge House", HB Colony Main road, Seethammadhara, Visakhapatnam-530 022,, Andhra Pradesh, 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 Performance 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(indicate the name of the Bank) (hereinafter referred to as "the Bank" at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We,
(indicate the name of Bank)

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

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

4. We further
(indicate name of the Bank)

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

5. We, further agree
(indicate name of the Bank)

CONTRACTOR

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 of2021.

CONTRACTOR

Details of the Mechanizedboat of not less than 100HP Proposed for Hire (Routine services)

1. Name of the Boat :
2. Name of the owner :
3. Builder's name and Address :
4. Year of built :
5. Main dimensions
 - Length :
 - Breadth :
 - Depth :
 - Draft :
 - Steel/Wooden hull :
6. Model & year of manufacture of Engine. :
7. Make of Engine :
8. Horse Power of Engine (Should be 100HP) :
9. Speed of Steel/Wooden hull Boat (6 to 8 Knots speed) :
10. Particulars of registry of Steel/Wooden/FRP hull Boat and year of registry. :
11. Single screw or twin screw :
- 12.(a) Carrying capacity of persons :
- (b) Carrying capacity of equipment and material :
13. Registration Certificate :
14. Communication system held in operational condition on board. :
15. LSA(Life Saving Appliances) :
- FFA (Fire Fighting Appliances) :
16. Place where the Boat is **presently available**:

- NOTE: 1. If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the boat should be submitted on stamp paper duly notarized along with Tender.
2. The above should be furnished for each boat offered to DCI for intended works at Chennai Port waters.

CONTRACTOR

CHECK LIST FOR TECHNO- COMMERCIAL BID

1. Cost of tender document.
2. Earnest Money Deposit (EMD) details.
3. A Bid Form **except** the Price Schedule
4. A list of works tendered for and in hand/being executed as on the date of submission of tender.
5. Details of the steel/wooden hull MechanizedboatProposed for Hire:
6. 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 sheets for the last three years;
 - Certificate from Employers for having successfully completed works of similar nature.
7. PAN Number.
8. GST Registration Number
9. Vendor Form along with 'Cancelled Cheque'
10. Registration with Provident Fund Authorities
11. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
12. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
13. Information regarding any current litigation in which the tenderer is involved.
14. Copies of original certificates of registration etc. of the Boat proposed to be offered to DCI including copy of the existing insurance policy covering the boat, crew and third party.
15. Copy of clear title of the ownership of the Steel/Wooden hull mechanised boat. If the tenderer is not the owner of the Steel/Wooden hull mechanised boat, necessary documents (Lease Agreement) in support of the authorization granted by the owner of the boatto the tenderer to offer and operate the mechanized boat by the tenderer. This authorization shall be executed on a stamp paper duly notarized.
16. The bidder shall have to give a Certificate as specified in Clause 27 of GCC.
17. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.

CONTRACTOR

Bid Form

Date: _____

To:
The Dredging Corporation of India
HB Colony Main road,
Sithammadhara,
Visakhapatnam – 530 022.

Gentlemen :

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

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

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

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

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

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

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

Dated this _____ day of _____ 2021 _____.

[signature] _____
Duly authorized to sign Bid for and on behalf of _____
[in the capacity of]

CONTRACTOR

CURRENT LITIGATIONS

Date:

To
The General Manager (OPS & MKTG)
M/s. Dredging Corporation of India Ltd.
H B Colony Main Road,
Sithammadhara,
Visakhapatnam-530022.

Sir,

Sub: Supply, manning and running of one Number wooden / steel hull mechanised boat of not less than 100 HP capacity having speed of 6 to 8 Knots on hire basis for making dredger routine services, survey works, diving works and other project related works at Chennai Port on as and when required basis as per requirement Reg..

A. With reference to your Tender NoDCI/HO/OPS/Chennai/R-Boat/2021 Date 29-09-2021 and as per Cl. No.7.2.11 of ITB 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 ‘A’ or ‘B’, whichever is not applicable.

CONTRACTOR

EMPLOYMENT OF RELATIVES

Date:

To
The General Manager (OPS & MKTG)
M/s. Dredging Corporation of India Ltd.
H B Colony Main Road,
Sithammadhara,
Visakhapatnam-530022.

Sir,

Sub: -Supply, manning and running of one Number wooden / steel hull mechanised boat of not less than 100 HP capacity having speed of 6 to 8 Knots on hire basis for making dredger routine services, survey works, diving works and other project related works at Chennai Port on as and when required basis as per requirement-Reg

A. With reference to your Tender No.DCI/HO/OPS/Chennai/R-Boat/2021 Date 29-09-2021 and as per Cl. No.7.2.17 of ITB of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Ports, Shipping and Waterways , Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

‘or’

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

ILLEGAL GRATIFICATION

Date:

To
The General Manager (OPS & MKTG)
M/s. Dredging Corporation of India Ltd.
H B Colony Main Road,
Sithammadhara,
Visakhapatnam-530022.

Sir,

Sub: Supply, manning and running of one Number wooden / steel hull mechanised boat of not less than 100 HP capacity having speed of 6 to 8 Knots on hire basis for making dredger routine services, survey works, diving works and other project related works at Chennai Port on as and when required basis as per requirement-Reg

A. With reference to your Tender NoNoDCI/HO/OPS/Chennai/R-Boat/2021 Date 29-09-2021 and as per Cl. No.7.2.18 of ITB of Contract, we hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the Prevention of Corruption Act in connection with the bid. and,

B. As per Cl. No. No.7.2.19 of ITB of Contract, 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

Vendor Form

1. Vender Details

a) Name of the Vendor :

b) Address :

c) Place of Registration :

d) Principal place of business :

e) Email ID :

f) Contact No. :

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

a) PAN No. :

b) GSTIN :

c) Type of Vendor : Registered / Unregistered / Composite Dealer
(Tick whichever is applicable)

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

a) Bank Name, Branch & City :

b) Bank Account Number :

c) IFSC :

CONTRACTOR

BILL OF QUANTITIES
PRICE BID

NAME OF WORKS: Supply, manning and running of one Number wooden / steel hull mechanised boat of not less than 100 HP capacity having speed of 6 to 8 Knots on hire basis for making dredger routine services, survey works, diving works and other project related works at Chennai Port on as and when required basis as per requirement.

Period of contract: Five (5) months from the date of commencement work and extendable for Five (5) months on month to month to basis with same rates, terms and conditions at the discretion of DCI. However, the contract can be extended/ curtailed during original period / extended period if any as per sole discretion of DCI.

| Sl No (1) | DESCRIPTION OF WORK (2) | Unit (3) | Estimated days required per year (4) | Rate per unit (5) | Total in Rs. (6) = (4) X 5) |
|---------------------|--|---|---|-------------------------|--------------------------------|
| Chennai Port | | | | | |
| 1 | Rate for Supply, manning and running of one No. Steel/wooden hull mechanized boat of not less than 100 HP capacity having speed of 6 to 8 Knots for routine trips / services for transporting of men and material to DCI dredgers and shore, survey woks, diving works and other project related works around the clock at Chennai Port . The rate including cost of wages, OT, fuel, lube oil, men and material, watch keeping, repairs & maintenance cost, mobilization, demobilization charges, fuel escalation and all inclusive of all Taxes but excluding GST. | Per day of 24 Hrs. or Pro-rata basis | 150 days (5 Months) | | |
| | | | | | |

Note:

- 1) The quantity mentioned in the BOQ is for 5 months.
- 2) The quantity mentioned in the above BOQ is only indicative. it may increase or decrease. However, the payment will for the actual value of work done carried out.
- 3) No escalation on account of Fuel, material and Labour will be payable. The rate shouldbe quoted including mob and demob charges, Fuel, labour, material, repair cost but excluding GST
- 4) The quoted rate inclusive of mob & Demob charges, fuel, lube oil, men, material, watch keeping, repair cost, spares cost, all taxes but excluding GST.

Signature of the tenderer with seal.

CONTRACTOR