

DREDGING CORPORATION OF INDIA LIMITED

PROJECT OFFICE: MANGALORE

Ref: OPS/SUR/07/2020-21/

Date: 17-12-2020

CORRIGENDUM-IV

Sub: Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP SurveyLaunch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations for FY 2020-21- **CORRIGENDUM-IV regarding EXTENSION OF TENDER SUBMISSION DUE DATE – Reg.**

Ref: 1) Tender No. OPS/SUR/07/2020-21/ dated 05-12-2020, due by 19-12-2020, 1500hours.

2) Corrigendum-I, II, III dated 10.12.2020, 14.12.2020, 15.12.2020

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Further to the above referred tender document & Corrigendum, following are the amendments to the tender document.

Sl. No	Tender Page / clause ref	Existing	Read As
1	Pg 3/45, Section-I (IFB) Sl. No. 9	<u>Last date & Time for receipt of bids:</u> Up to 1500 Hrs on 19-12-2020 at the office of Regional General Manager, Kochi, Dredging Corporation of India Ltd., 3rd floor, "Chakkalakkal" Building, 57/566(D9), K.P.Vallon Road, Kadavanthra, Kochi-682020, Kerala.	<u>Last date & Time for receipt of bids:</u> Up to 1500 Hrs on 22-12-2020 at the office of Regional General Manager, Kochi, Dredging Corporation of India Ltd., 3rd floor, "Chakkalakkal" Building, 57/566(D9), K.P.Vallon Road, Kadavanthra, Kochi-682020, Kerala.
2	Pg 4/45, Section-I (IFB) Sl. No. 10	<u>Opening of Technical Bids (Cover-A) :</u> At 1530 Hrs on 19-12-2020 at the address mentioned in S.no.-9 above.	<u>Opening of Technical Bids (Cover-A) :</u> At 1530 Hrs on 22-12-2020 at the address mentioned in S.no.-9 above.

All other terms & conditions of the above referred tender and earlier Corrigendum remains unaltered.

For Dredging Corporation of India Limited,

Project Office,
DCI, Mangalore

Dredging Corporation Of India Limited
Project Office, Mangalore

OPS/SUR/07/2020-21/

Date: 15-12-2020

CORRIGENDUM-III

Sub: **Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New MangalorePort' project, Mangalore, Karnataka" with suitable Steel hull / FRP SurveyLaunch and Dinghy boat with equipment and personal etc. all andproviding signed survey charts and quantity computations for FY 2020-21**

Ref: 1. Tender No. OPS/SUR/07/2020-21/ dated 05-12-2020, due by 19-12-2020, 1500hours.
2. Corrigendum-I dated 10.12.2020
3. Corrigendum-II dated 14.12.2020

Further to the above referred tender document & Corrigendums, following are the amendments. to the tender document .

Sl. No	Tender Page / clause ref	Existing	Read As
1.	Page 3/45 SI No. 4 (Cost of Bid) & 5 (EMD), ITB Clause 11(EMD) Pg 11/45, 27 (Performance Security) Pg 15/45.	DCI Bank Details NOT AVAILABLE.	<u>To add after paragraph "The IFB and..... mentioned there" in Page 4/45 of tender document.</u> Payment towards Cost of bid, EMD & Performance security to be remitted to the following account details. 1. Name of the Company: M/s Dredging Corporation of India Ltd., Visakhapatnam. 2. Name of the Bank: Syndicate Bank. 3. Branch Name: DCI Ltd. Branch, Port Area, Visakhapatnam – 530001. 4. Current Account No: 35833070000014. 5. IFSC: SYNB0003583. 6. Swift Code: SYNBINBB032. 7. GST No. of DCIL, HO: 37AAACD6021B1ZB.

All other terms & conditions of the above referred tender and earlier Corrigendum remains unaltered.

For Dredging Corporation of India Limited,

Project Office, Mangalore.

Dredging Corporation Of India Limited
Project Office, Mangalore

OPS/SUR/07/2020-21/

Date: 14-12-2020

CORRIGENDUM-II

Sub: **Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations for FY 2020-21**

Ref: 1. Tender No. OPS/SUR/07/2020-21/ dated 05-12-2020, due by 19-12-2020, 1500hours.
2. Corrigendum-I dated 10.12.2020

Further to the above referred tender document & Corrigendum, following are the amendments. to the tender document .

Sl. No	Tender Page/clauseref	Existing	Read As
1	Relevant applicable clauses	Steel hull / FRP , Steel / FRP	Steel hull / FRP / Wooden , Steel / FRP / Wooden
2	Relevant applicable clauses	Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations for FY 2020-21	Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP / Wooden Survey Launch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations for FY 2020-21

All other terms & conditions of the above referred tender and earlier Corrigendum remains unaltered.

For Dredging Corporation of India Limited,

Project Office, Mangalore.

Dredging Corporation Of India Limited

Project Office, Mangalore

OPS/SUR/07/2020-21/

Date: 10-12-2020

Sub: **Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New MangalorePort' project, Mangalore, Karnataka" with suitable Steel hull / FRP SurveyLaunch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations for FY 2020-21**

Ref: Tender No. OPS/SUR/07/2020-21/ dated 05-12-2020, due by 19-12-2020, 1500hours.

CORRIGENDUM-I

1. DCIL's clarifications to the Pre-bid queries received through e-mails on or before 09/12/2020, 1200hrs.

Sl. No.	Tender Clause & Reference		Bidder Query	DCIL Response
1	General	Conducting Multi Beam bathymetric surveys with suitable Steel hull / FRP Survey Launch and Dinghy boat	Kindly advise whether the dinghy boat is simultaneously required at site at all times during the tenure of the contract along with the survey launch - else please specify the number of days dinghy boat is required at site. It is understood that, the requirement of dinghy boat is solely to undertake sounding with lead line in the shallow areas, berth frontage (0 to 7m) and underneath pump house. If that's the case, we strive to undertake to make available the dinghy boat along with lead-line team at site as when the requirement arises. Trust this is acceptable to DCIL.	As and when required by NMPT the dinghy boat should be available and hence Tender Conditions prevail
2	Sl. No. 3, Scope of Work; Page 5/45	The surveys shall be carried out in steel / FRP survey boats of with side-mounted transducer, with survey boats having maximum speed of 10 knots	Ref NIT OPS/SUR/03 dt. 05-10-2020 envisaged the surveys to be carried out in steel / FRP survey boats of with 'side mounted transducer' and with survey boats having maximum speed of 08 knots. It is understood that, for optimum quality data to be acquired, MBE surveys are generally undertaken at 4-6knots speeds. We request DCIL to reduce the maximum speed of the proposed survey boat to be reduced from 10 to 8 knots. With the reduction of speed criteria many a steel boats (available outside of Mangalore) readily qualify the tender specification. It is further understood that 'Plying permissions' for the boat can be readily applied upon contract award.	Tender Conditions prevail
3	Sl. No. 13, 16, 17, 19 & 21, Scope of Work; Page 6/45	The automated hydrographic surveying software system shall store the recorded depths in digital format ... All values of the gain setting and adjustments thereto shall be noted on the echo chart ..	Kindly confirm that logging shall be in digital format alone – echo traces are obsolete and doesn't form part of this tender.	Tender Conditions prevail

Sl. No.	Tender Clause & Reference		Bidder Query	DCIL Response
		... and an echo trace shall be obtained along each of these sounding lines ..		
4	Sl. No. 17 Scope of Work; Page 6/45	... shall be reduced for tide height and settlement of the survey vessel ..	It is understood that the observed tidal heights for the area of survey shall be provided by DCIL to the successful bidder, so as to undertake post processing of the acquired bathymetry data	Contractor should provide tide gauge equipment, Sound Velocity profiler etc. required for multi beam E/S surveys.
5	Sl. No. 23 GCC; Page 22/45	Provide and maintain a suitable office - The contractor shall provide and maintain a suitable office at the Port	Kindly confirm that DCIL shall provide designated space at no extra cost to the bidder within the NMPT port premises. Alternatively, a suitable site office shall be setup at New Mangalore town limits; to which all project related communications shall be addressed. Trust this is acceptable to DCIL	All site office arrangements and related expenses inside/Outside port are to the contractor account
6	Sl. No. 23, SCC; Page 25/45	The surveys may require carrying out in any time in 24 hours depending up on weather conditions and operational need. The tenderer shall keep the survey boat and personnel standby to meet the above requirement and the rate offered shall be inclusive of such contingencies.	Please specify whether the survey will be planned for 12 hours (or daylight operations) or 24 hours (or round the clock operations); so as to plan the crew composition at our end.	Tender Conditions prevail
7	Sl. No. 45 SCC; Page 26/45	Contractor has to make own arrangements for berthing of Survey Launch and dinghyboat during the period of contract and extension if any viz., during survey/ Non survey/idle / breakdown / repair etc. all..	It is understood and agreed that CTR has to organize berthing for repairs/ maintenance or during the time when services are not engaged by DCIL. However, during the time of mobilisation, demobilisation and during night hours or hours of non-operations, suitable jetty space shall be allocated for embarking and disembarking of personnel and berthing of the vessel.	Contractor should take up with NMPT for suitable berth and Tender Conditions prevail
8	Sl. No. 1-14 TS; Page 28/45	The launch should have a wash room facility with proper sewage and garbagedisposal.	The proposed vessel may lack wash room facility at the time of bidding. However, the same shall be incorporated upon award of contract. Trust this is acceptable to DCIL.	Tender Conditions prevail
9	Page 5/45 Sl. No. 3, Scope of Work;	The surveys shall be carried out in steel / FRP survey boats of with side-mounted transducer, with survey boats having maximum speed of 10 knots	For best quality data to be acquired, MBE surveys are generally undertaken at 4-6knots speeds. We request DCIL to reduce the maximum speed of the proposed survey boat, from 10 to 8 knots.	Tender Conditions prevail
10	General	Conducting Multi Beam bathymetric surveys with suitable Steel hull / FRP Survey Launch and Dinghy boat	Please specify the number of day's dinghy boat is required at site.	As and when required by NMPT the dinghy boat should be available and hence Tender Conditions prevail
11	Page 22/45 Sl. No. 23 GCC;	Shall provide and maintain a suitable office at the Port where Survey is being undertaken.	Please confirm that DCIL will provide designated space at no extra cost to the bidder within the NMPT port premises.	All site office arrangements and related expenses inside/Outside port are to the contractor account

Sl. No.	Tender Clause & Reference		Bidder Query	DCIL Response
12	Page 26/45 Sl. No. 45 SCC;	Contractor has to make own arrangements for berthing of Survey Launch and dinghy boat during the period of contract and extension if any viz., during survey/ Non survey/ idle / breakdown / repair etc. all.	We request DCIL, suitable jetty space shall be allocated for embarking and disembarking of personnel and berthing of the vessel during the time of mobilisation, demobilisation and during night hours or hours of nonoperations.	Contractor should take up with NMPT for suitable berth and Tender Conditions prevail

2. Amendments to the bid document:

Sl. No	Tender Page/clauseref	Existing Tender clause	Read As
1	Page 2 of 45	E - Mail ID: po.mangalore@dcil.co.in	E - Mail ID: pomangalore@dcil.co.in
2	Page 11 of 45 Sl No. 6.2 (XIII) of ITB	Integrity pact duly signed and stamped in the prescribed format.	Integrity Pact Not applicable.
3	Page 16 of 45 GCC Sl No. 1(ii)	1 (ii) <u>Contractor</u> : Means the person or persons, firm or company whose bid/offer has been accepted and also fulfilled contractual obligations viz., executing Agreement, Integrity pact etc.	1 (ii) <u>Contractor</u>: Means the person or persons, firm or company whose bid/offer has been accepted and also fulfilled contractual obligations viz., executing Agreement, Integrity pact etc.
4	Page 17 of 45, GCC Sl. No. 4	Clause 21 and 27 of Instructions To Bidders (ITB) refers.	Clause 27 of Instructions To Bidders (ITB) refers.
5	Page 21 of 45, GCC Clause No. 18d.	Any notice given by the party, pursuant to the Contract shall be sent in writing / telegram / fax / cable / E-mail to the Project In-Charge, Dredging Corporation of India Limited, Mangalore, Karnataka, at the e-mail id po.mangalore@dcil.co.in and copy to rgm.kochi@dcil.co.in , gsajeev@dcil.co.in & jkurao@dcil.co.in .	Any notice given by the party, pursuant to the Contract shall be sent in writing / telegram / fax / cable / E-mail to the Project In-Charge, Dredging Corporation of India Limited, Mangalore, Karnataka, at the e-mail id pomangalore@dcil.co.in and copy to rgm.kochi@dcil.co.in, gsajeev@dcil.co.in & k.ashish@dcil.co.in.
	Page 23 of 45 SCC Cl. No. 1(1.4)(4)	4. The contract period shall be for 105 days from the date of issue of LOA/Work Order	4. The contract period shall be for 105 days from the date of issue of LOA

All other terms & conditions of the above referred tender remains unaltered.

For Dredging Corporation of India Limited,

Sd/-

Project Office, Mangalore

TENDER DOCUMENT

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE, MANGALORE,
KARNATAKA

Ref: OPS/SUR/07/2020-21/

Date: 05-12-2020

NAME OF WORK: Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations for FY2020-21.

Project In-Charge
Dredging Corporation of India Limited
Project office, Mangalore, Karnataka

Signature of Contractor with seal

TENDER DOCUMENT**VOLUME-I****TECHNICAL BID****(For COVER-A)****CONTENTS**

Section No.	Description
I	Invitation For Bids (IFB)
II	Scope of Work (SOW)
III	Instructions To Bidders (ITB)
IV	General Conditions Of Contract (GCC)
V	Special Conditions Of Contract (SCC)
VI	Technical Specifications (TS)
VII	Prescribed Formats for Bid (PFB)
VIII	Check List of Enclosures for Technical Bid

Signature of Contractor with seal

TENDER DOCUMENT

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

Ref...: OPS/SUR/07/2020-21

Date: 05-12-2020

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

Dredging Corporation of India Limited (DCIL), a pioneer in the field of dredging established in 1976 to provide dredging services to the Major & minor Ports of India, Navy and Inland waters and an uninterrupted profit making company since inception till 8th March 2019 is presently a public limited company owned by a consortium of four major port trusts viz., Paradip Port Trust, Visakhapatnam Port Trust, Jawaharlal Nehru Port Trust and Deendayal Port Trust (erstwhile Kandla Port Trust), having Corporate office at Visakhapatnam and Regional / project offices at various locations in India.

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

Sealed bids are invited by Project in-charge, Mangalore, Karnataka on behalf of Dredging Corporation of India Limited from competent and experienced contractors for the following:

1	Name of the work	:	Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations for FY2020-21
2	Period of Contract	:	120 days from the date of issue of work order, extendable or curtailed as per the requirement of DCIL for 2020-21
3	Estimated cost	:	Total for three years - Rs.75,75,000/- (Rupees Seventy Five Lakh Seventy Five Thousand only). excluding GST.
4	Cost of bid	:	Rs. 1,180/- (One Thousand One hundred and Eighty Only) inclusive of GST (non-refundable)
5	Earnest Money Deposit	:	Rs.75,750/- (Rupees Seventy Five Thousand Seven Hundred and Fifty only)
6	Availability of bid document in DCIL and e-procurement (e-publish) websites for downloading	:	From 05-12-2020 1000 hrs. to 18-12-2020 1730 Hrs.
7	Last date for receipt of pre-bid queries by DCIL from bidders through e-mail	:	09-12-2020 1200 hrs. (No pre-bid meeting will be held. Pre-bid queries received through e-mails in time only can be clarified).
8	Date of uploading DCIL's clarifications on pre-bid queries in DCIL and e-procurement websites	:	10-12-2020 1800 hrs.
9	Last date & Time for receipt of bids	:	Up to 1500 Hrs on 19-12-2020 at the office of Regional General Manager, Kochi, Dredging Corporation of India Ltd., 3rd floor, "Chakkalakkal" Building, 57/566(D9), K.P.Vallon Road,

Signature of Contractor with seal

TENDER DOCUMENT

			Kadavanthra, Kochi-682020, Kerala.
10	Opening of Technical Bids (Cover-A)	:	At 1530 Hrs on 19-12-2020 at the address mentioned in S.no.-9 above.

Pre-Qualification Criteria:

1. Average Annual financial turn over (excluding GST) during last 3 years ending 31st March 2020 should be at least Rs.22.73 Lakh.
2. Experience of having successfully completed similar works during last seven years ending November 2020 should be either of the following (excluding GST):
 - i) Three similar completed works each costing not less than the amount equal to Rs 30.30 lakh.
 - or
 - ii) Two similar completed works each costing not less than the amount equal to Rs 37.88 lakh.
 - or
 - iii) One similar completed work costing not less than the amount equal to Rs.60.60 lakh.

- Note:** i) "Similar work" means "Conducting Multi Beam bathymetric surveys with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations".
- ii) Work completion certificates along with work orders as a proof of completing similar works are to be submitted with technical bid (Cover-A).

The IFB and Bid Document is hosted in websites: <https://eprocure.gov.in> (e-publish) and www.dredge-india.com. Interested parties may visit the site and download the bid document, remit the cost of bid document as mentioned at S.no.-4 above to the account details mentioned there in and the copy of mail to be sent to treasury@dcil.co.in alongwith electronic receipt/UTR should be submitted with Technical Bid as mentioned there.

Exemptions under MSME towards tender fee, EMD, etc shall be considered with valid supporting documents to the extent permitted by Government.

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

Bidders may e-mail their pre-bid queries, if any, to the following e-mail ids on or before the time mentioned at S.no.-7 above:

Project In-charge,
Project Office, DCI, Mangalore
E – Mail ID: po.mangalore@dcil.co.in
with copies to rgm.kochi@dcil.co.in, gsajeev@dcil.co.in and k.ashish@dcil.co.in
Dredging Corporation of India Ltd., reserves the right to:

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

Project In-charge

Signature of Contractor with seal

TENDER DOCUMENT

SECTION – II
SCOPE OF WORK (SOW)

- 1) The scope of work involves carrying out of the subject work for, progressive and post dredging bathymetry surveys for the 150 days post monsoon maintenance dredging of NMP consisting of :
Outer approach channel of about 7500 Kms. Long ,
Lagoon including new dock arm,
In front of K.I.O.and other Berths (Extension lagoon),
Old dock arm (Eastern dock) and berth face dredging
Below Deck Structure of Pump House No 1, 2 & 3
Dumping ground at around 7 km from Fairway buoy.
- 2) The surveys should be carried out satisfying the representatives of DCIL, NMPT, NMPT's Consultants and third party engaged by NMPT attending the surveys.
- 3) The surveys shall be carried out in steel / FRP survey boats of with side-mounted transducer, with survey boats having maximum speed of 10 knots.
- 4) The navigational survey charts for payments have to be signed by DCIL, representative of the NMPT, PMC (if any) and Third Party survey agencies.
- 5) Each hydrographic survey shall be carried out using a survey launch, **by using Multi Beam Echo sounder with HYSWEEP survey software(HYPACK) and DGPS** which shall be capable of sounding with accuracy to within one percent (1%) of the depth in conjunction with position fixing using Real Time Differential GPS.
- 6) The interfacing of the DGPS and Echo sounder will be done by HYSWEEP (HYPACK) or equivalent standard hydrographic survey software acceptable to Engineer. The plan of the survey area and the cross sections to be surveyed shall be continuously displayed on the computer monitor installed in the survey vessel.
- 7) The survey vessel guided by the HYSWEEP (HYPACK) or equivalent standard software acceptable to Engineer will be taken along the cross section lines and continuous depths shall be recorded by the help of Multi Beam Echo sounder. The depths recorded and their position will be continuously interfaced and stored in the memory of computer software for post processing and computation of volumes/ dredging quantities.
- 8) Each survey shall be undertaken by a surveyor suitably experienced in hydrographic Survey work, whose "curriculum vitae" is acceptable to the Engineer. A copy of the survey shall be forwarded to the Engineer within 7 days of the survey being completed.
- 9) It shall be the responsibility of the Contractor to obtain all licenses, permits and permissions, for the use of marine radios, walkie-talkies, radio positioning systems, satellite phones for the placing of onshore, offshore and underwater beacons and marker buoys, and for giving the proper statutory notices for all maritime operators. The costs of such licenses, permits and notices are to be borne by the Contractor, and shall be deemed to be covered by the rates and prices quoted in the Tender.
- 10) The Multi Beam echo sounder (MBES) transducer shall be located alongside fitted to the side of the vessel.
- 11) Prior commencement of each day's survey, the MBES "Patch test" has to be carried out and results of the same may be used for day's survey.

Signature of Contractor with seal

TENDER DOCUMENT

- 12) The designated profile shall be the designed bed level of the relevant section of the works under survey.
- 13) The automated hydrographic surveying software system shall store the recorded depths in digitized format for subsequent automatic computer processing & plotting.
- 14) The method of data acquisition and associated processing technicians and computations proposed by the contractor shall be the subject of prior approval by the Engineer.
- 15) The hydrographic surveying software shall above to pickup minimum three soundings in a second in sounding traverse so as to produce the continuous record of the bed profile.
- 16) All values of the gain setting and adjustments thereto shall be noted on the echo chart for each traverse.
- 17) Prior to and after each sounding session, the echo sounder shall be calibrated by bar checking and the records of the bar check shall be kept with the session sounder traces. Each sounder trace shall be reduced for tide height and settlement of the survey vessel, if applicable and the design profile shall be clearly marked on the echo sounding trace as well as on the hydrographic surveying software.
- 18) The design profile shall be the design bed level of the relevant section of works under survey.
- 19) The automated hydrographic surveying software system shall store the recorded depths in digital format for subsequent automatic computer processing & plotting. In this event fully annotated analogue (hard copy) records shall be maintained.
- 20) Sounding lines shall be no more than 30m apart. However the line spacing is to be decided as per available depth since multi beam cover wide swath along the survey line.
- 21) The planned survey lines must cover 25% swath overlap and at least 10% coverage on each side of the survey area. A sounding line shall be established along the design toe of each side slope and an echo trace shall be obtained along each of these sounding lines.
- 22) Intermediate soundings representing the shallowest depth in a length of no more than 10m shall be obtained by interpolation between fix marks.
- 23) The horizontal accuracy of each position fix shall be:
+ 1.0 m along the sounding line
+ 1.0 m perpendicular to the sounding line
- 24) Surveying along any sounding line, which deviates by more than the specified tolerances above shall be repeated to the extent necessary to ensure that all fixes along the sounding line remain within, specified tolerances.
- 25) The repeated section of the sounding line shall overlap that section of the previous sounding line, which complies with the specified tolerances, by a minimum of 50m. Where sounding areas about a previously surveyed section, of the works, the sounding lines shall overlap the previously surveyed area by a minimum of 25m.
- 26) In the pre and post dredging surveys, 10 percent of all sounding lines are to be known as verification lines. Verification lines shall be representative of the whole of the area and of the entire duration of the sounding sessions. Verification lines are to be sounded twice, immediately following one another and preferably in opposite directions. When the difference in vertical position at any common point along the two sea bed profiles resulting from each verification line exceeds +75 mm,

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TENDER DOCUMENT

then the soundings subsequent to the last successful verification shall be deemed unacceptable as pre and post dredging soundings.

27) The Engineer's Representative may resort to check echo sounding by means of other methods to measure water depths, such as single beam echo-sounder or lead lines.

28) The Engineer's Representative may also order calibration checks of the equipment as and when considered necessary.

29) The contractor shall cooperate in this respect and supply any manpower, boats and equipment that may be reasonably required for this verification.

30) Hydrographic survey drawings produced by the Contractor during the course of the work and for work executed purposes shall be to a scale of 1:1000 contours drawn at 0.5m intervals, and depths taken at approximately 5m intervals along cross-sections.

31) Verification of the Reduced Level (RL) of the deposited material shall be the responsibility of the Contractor. This data shall be submitted to the Engineer on a weekly basis.

32) Before starting dredging, a joint survey of the sea bed shall be made by the Contractor and the Engineer. The level of the sea bed shall be recorded by means of multi-beam echosounding equipment using frequency 200 to 220KHz.

33) Soundings shall be taken to nearest 100 mm.

34) All the survey will be carried out jointly by the Contractor, DCIL and NMPT. The Contractor shall supply all necessary equipment and attendance for carrying out such surveys.

35) The equipment shall be calibrated in the presence of the departmental representatives before commencement of day's survey. All the levels shall be reduced to Chart Datum.

36) On completion of the surveys the soundings shall be mutually verified and agreed upon between the Engineer and Contractor and the Contractor shall prepare, record drawings to a scale as approved by the Engineer, to show the pre-dredging surface levels of the sea bed.

37) Three copies of these drawings shall be signed by the Contractor and the Engineer and these drawings shall form the basis for measurement.

38) It is to be noted that for the purpose of computation of volumes of dredged material for payment recordings using 200 to 220KHZ only will be used.

39) At the beginning of each day's survey, a "Patch Test" shall be taken on the multi-beam echo sounding machine. If the results of these checks are not to the satisfaction of the authorized surveyor, the soundings will be rejected and a fresh survey shall have to be carried out. This stipulation applies to all soundings taken under this contract.

40) Contractor should prepare and submit record drawings to a scale as approved by the Engineer and signed jointly by the authorized Surveyor and the Contractor.

41) Joint Surveys shall be carried out during the period of dredging works at suitable intervals for interim payments. Soundings shall be taken on lines at 30 m intervals. Soundings shall be taken to nearest 100 mm. The level of seabed shall be recorded by means of multi-beam echo-soundings equipment using frequency 200 to 220KHZ. Contractor shall supply all necessary equipment and attendance for carrying out such surveys. The equipment shall be calibrated before commencement of the each day's survey as directed by the Engineer. On completion of each interim survey the soundings shall be mutually verified and agreed upon between the authorized Surveyor and Contractor and the Contractor shall prepare, record drawings to a scale as approved by the

Signature of Contractor with seal

TENDER DOCUMENT

Engineer showing surface levels of dredged seabed reduced to Chart Datum. Eight copies of these drawings shall be signed by the Contractor and the authorized Surveyor and these drawings shall be used for Interim measurement and payment. It is to be noted that for the purpose of computation of volumes of dredged material for payment, recordings using multi-beam echo-sounder with frequency 200 to 220KHZ only will be used. Engineer / Engineer's representative will countersign the charts jointly prepared by the authorized Surveyor of the Port and the Contractor.

42) After the completion of dredging work and for the release of the Dredger/other equipment connected with the work, a zone-wise joint survey of the dredged area shall be made by the Contractor and the authorized Surveyor of the Port so as to ensure that the areas have been dredged upto the desired depth as detailed in the Scope of Work. Soundings shall be taken at 10 mtr intervals nearest to 100 mm on lines spaced at 30 meters apart. On completion of these surveys, the soundings shall be mutually verified and agreed upon between the authorized Surveyor of Port and Contractor.

43) The Contractor and the authorized Surveyor of the Port shall jointly prepare, record drawings to show the post-dredging surface levels. The Post-Dredge Survey Charts shall be jointly prepared and signed by the Contractor and the authorized Surveyor of the Port. The Engineer shall release the Dredger/other equipment connected with the work only after receipt of joint survey charts showing the clearance of the dredged areas upto the desired depth as detailed in the Scope of Work after due clearance received from the Deputy Conservator / authorized Surveyor of the Port, Marine Department.

44) However, the final dredged quantities will be computed and paid based on the Joint Post-Dredge Evaluation Charts and will be countersigned by the Engineer / Engineer's representative. On completion of works, the Contractor shall hand over all original tracings including pre- and post-joint sounding charts to the Engineer / Engineer's representative along with the final bill.

45) When the dredging has been completed the area shall be surveyed jointly by the Engineer and the Contractor on the same basis as specified for survey before dredging. It is to be noted that for the purpose of computation of volumes of dredged material for payment, recording using 200 TO 220 kHz only will be used.

46) The berth faces joint surveys to be carried out by lead line method. Berth face (0 mtr & at 2 mtr). The berth face dredging in the oil dock arm must cover the entire length of the jetty (northern most dolphin to southern most dolphin of each oil berth) including behind the berth face.

Signature of Contractor with seal

TENDER DOCUMENT

SECTION - III
INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Eligible Bidders

This Invitation for Bids is open to all Bidders who satisfy the conditions stipulated in the bid document.

2. Cost of Bidding

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

B. Bidding Documents

3. Content of Bidding Documents

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 the following:

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

Section No.	Description
I	Invitation For Bids (IFB)
II	Scope of Work (SOW)
III	Instructions To Bidders (ITB)
IV	General Conditions Of Contract (GCC)
V	Special Conditions Of Contract (SCC)
VI	Technical Specifications (TS)
VII	Prescribed Formats (PF)
VIII	Check List For Technical Bid (CL)

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

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

4. Clarification of Bidding Documents

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

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5. Amendment of Bidding Documents by DCIL:

At any time prior to the deadline for submission of bids, DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective Bidder, modify the Bidding Documents by amendment / corrigendum. The amendment / corrigendum will be notified in website for information of all prospective Bidders which have downloaded the Bidding Documents and will be binding on them. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, DCI may, at its discretion, extend the deadline for the submission of bids, if necessary.

C. Preparation of Bids**6. Documents Comprising the Bid**

- 6.1 The Bids shall be in Two Cover System consisting of
- i) Technical Bid (Cover A); and
 - ii) Financial Bid / Bill Of Quantities (Cover B)
- 6.2 Following documents, duly filled in and signed, are to be submitted by the bidder vide The "Technical Bid" (Cover A) :
- I) A Bid Form **except** the Price Schedule
 - II) A list of works bid for and in hand / being executed as on the date of submission of bid with proof of documents.
 - III) Documentary evidence to establish that the Contractor is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - a) Audited balance sheet for the last three years ending with March 2020
 - b) Certificate from Employers for showing Experience of having successfully completed works of similar nature during last 7 years ending November 2020. The certificate should include the following information:
 - i) Brief description of the work
 - ii) Contract amount / rates.
 - iii) Time limit for completion
 - iv) Whether the work has been completed within the stipulated time.
 - v) Whether any liquidated damages have been levied.
 - IV) Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in along with electronic receipt/ UTR.
 - V) Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of
 - a) e-Payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in along with electronic receipt/ UTR.
 - or**
 - b) Bank Guarantee
 - VI) Copy of PAN Card
 - VII) Copy of GST Registration.
 - VIII) Proof of Registration with Provident Fund Authorities. or exemption certificate / letter as applicable.
 - IX) Power of attorney on Stamp paper (non-judicial) Rs. 100/-, in favour of the person authorized to sign the tender document. (If the tender document is signed by the Owner/proprietor of the firm, then also he shall authorise himself for the same.)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.
 - X) 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.
 - XI) Bidders declaration -1,2,3.

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- XII) Copies of all necessary statutory certificates for survey launch, dinghy boat, equipment and personnel mentioned in this bid document and as necessary. Copy of particulars of Survey Launch including statutory certificates issued by IRS/MMD/State or Port Authorities, insurance, power of attorney etc. Lease agreement (duly notarized), shall be submitted if the Bidder is not owner of survey boat/equipment etc.
- XIII) Integrity pact duly signed and stamped in the prescribed format.
- XIV) Downloaded Bid Document including Corrigendum/Addendum if any duly signed & stamped on all the pages by bidder and

7. Bid Form

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

8. Bid Prices

The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and submit in the Financial Bid / Bill Of Quantities (Cover B). The Bidder shall quote his prices only in the financial bid / BOQ. The Bidder should not indicate the prices anywhere directly or indirectly in the Technical Bid. Any such offer or indication shall disqualify the Bidder. Similarly, the Technical Bid and the Financial Bid / Bill of Quantities should not contain any counter conditions. **Conditional bids are liable for summary rejections.**

9. Bid Currencies

Prices shall be quoted in Indian Rupees.

10. Documents Establishing Bidder's Eligibility and Qualifications

Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to DCI's satisfaction that the Bidder has the technical and financial capability necessary to perform the contract as per Form No.3 - Qualification Requirements in Section V- Prescribed Formats.

11. Earnest Money Deposit (EMD)

- 11.1 Pursuant to ITB Clause 6, the Bidder shall furnish, the Earnest Money Deposit through NEFT / RTGS/Bank Guarantee in favor of "**Dredging Corporation of India Limited**" payable at **Visakhapatnam** from any Scheduled or Nationalized Indian Bank or unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank. The same should be submitted in the Technical Bid (Cover-A). The Earnest Money Deposit shall not carry any interest. The details of payment along with electronic receipt/ UTR is to be sent by the bidder vide e-mail to DCI HO's e-mail id - '**treasury@dcil.co.in**' and the mail a/w attachments are to be enclosed in Technical Bid (Cover-A).
- 11.2 The earnest money is required to protect DCI against the risk of Bidder's conduct which would warrant the earnest money forfeiture, pursuant to ITB Clause 11.7.
- 11.3 The earnest money deposit shall be paid in the form of a NEFT / RTGS or a bank guarantee issued, and shall be valid for thirty (30) days beyond the validity of the bid.
- 11.4 Any bid not secured in accordance with ITB Clauses 11.1 and 11.3 will be rejected by DCI as non-responsive, pursuant to ITB Clause 12.
- 11.5 Unsuccessful Bidders' earnest money deposit will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DCI pursuant to ITB Clause 12 without interest.
- 11.6 The successful Bidder's earnest money deposit will be refunded upon acceptance of the work order and payment of performance security by the bidder.

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- 11.7 The earnest money deposit may be forfeited:
- (a) if a Bidder:
 - (i) withdraws their 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 20.2; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to accept the work order
 - (ii) to pay performance security and
 - (iv) fails to submit contract agreement duly signed and stamped in the prescribed formats within 10 days from the date of issue of letter of acceptance.
- 11.8 At the option of contractor, the Earnest money deposit can be adjusted towards Performance Security and balance amount of 10% of contract value has to be furnished by way of NEFT/ BG.

12. Period of Validity of bids:

- 12.1 The Bidder should keep open the validity of the Bid for 120 (One Hundred and Twenty) days from the date fixed for its opening or from the date of its opening of Technical Bid whichever is later. It is also obligatory for the Bidder to keep the validity open for another 30 (Thirty) days in case a request in writing or by E-mail by DCI is made before the expiry of the initial validity period of 120 (One Hundred and Twenty) days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Bidder withdraw his bid before validity period, EMD submitted by the Bidder shall be forfeited automatically without prejudice to the other rights of DCI.
- 12.2 In case DCI asks for extension of validity of bid, the earnest money deposit provided under ITB Cl. 11 shall also be suitably extended.
- 12.3 The bid of the successful bidder should remain valid till successful completion of the contract.

13. Format and Signing of Bid

- 13.1 Special care shall be taken to write the rates in figures as well as in words in the price schedule such a way that no interpolation is possible. Figures indicating rate or amount should be prefixed and suffixed with the word "Rupees".
- 13.2 Any interlineations, erasing or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

D. Submission of Bids

14. Separate Bids viz., Technical Bid and Financial Bid /Bill of Quantities:
- 14.1 The Technical Bid containing all requisite enclosures are to be submitted vide Cover-A "Technical Bid" super scribing on the cover as Cover-A "Technical Bid" and mentioning name of the work.
- 14.2 The Financial Bid / Bill Of Quantities containing only bid rates and amounts against each service are required to be submitted vide another separate cover named as – Cover-B Financial Bid /Bill of Quantities" super scribing on the cover as - Cover-B "Financial Bid /Bill of Quantities" " and mentioning name of the work.
- 14.3 Both the above bids / covers should be kept in an outer cover super scribing name of the work on top of the envelope and submit on or before the due date and time specified in the IFB.
- 14.4 Bidder should ensure that his bid amounts as per Cover-B in Financial Bid / Bill Of Quantities are not mentioned in any other document directly or indirectly.
- 14.5 If any of the bids are not submitted properly as required in the bid document, the said bids cannot be opened by DCI and hence the bids cannot be considered. In such cases, DCI will assume no responsibility and hence the bidders shall take proper care and ensure that their bids are properly submitted with all the requisite documents.

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15. Deadline for Submission of Bids

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

16. Modification and withdrawal of Bids by the bidders

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

E. Opening, scrutiny and Evaluation of Bids**17. Clarification of Bids**

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

18. Preliminary Examination

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

19. Evaluation and Comparison of Bids

- 19.1 The Cover B containing the Financial Bid / Bill Of Quantities will be opened of only those bidders who have been qualified in the Technical Bid, at a later date. The date and time of opening of Cover B - Financial Bid/ Bill of Quantities shall be informed to the technically qualified bidders and will be opened in the presence of the authorized persons or representatives of such bidders who wish to be present.
- 19.2 **Arithmetical errors will be rectified on the following basis:**
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

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

- 20.1 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.

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

20a. Post Qualification

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

21. Inspection:

- i) The bidder shall arrange for inspection and trial run of the Survey Launch and dinghy boat along with relevant documents by the committee or the nominated representative(s) of DCI Ltd., at his cost as and when asked by DCIL and all other related expenses of making Survey Launch and dinghy boat ready for inspection are to be borne by the contractor. The bidders having only such technically qualified / approved Survey Launch and dinghy boat shall be considered for opening the price bid. The decisions of the Regional General Manager, DCIL, Kochi about the suitability of the Survey Launch and dinghy boat will be final. The Corporation has the right to reject the Survey Launch, dinghy boat and Survey equipments supplied by the Contractor, if the same are not meeting the requirement of Mangalore, Karnataka.
- ii) During inspection, Survey Launch and dinghy boat shall have all valid certificates in original, LSA/FFA equipments as per approved plans/drawings, competent crew as per requirements, including the valid insurance to the Survey Launch and dinghy boat etc complying all rules pertaining to labour and PF authorities.

F. Award of Contract**21. Award Criteria:**

DCI will award the contract to the bidder who has quoted against all items of the BOQ, whose bid has been determined to be the lowest evaluated bid, by quoting the lowest total. However, the bid in which any item(s) of the BOQ was not quoted, will be evaluated by loading the highest quoted value. Hence bidders are requested to quote for all items of the BOQ without fail.

Upon finalization of the bids, DCIL shall issue Letter of Acceptance (LOA) to the successful bidder and contractor should execute the agreement.

Separate work order for commencement of work shall be issued to the successful bidder. Performance security needs to be paid by the contractor within 10 days from the date of issue of LOA at 10% of the accepted contract value (excluding GST) for the total contract period.

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

22.1 The contract period shall be 105 days in one year. DCI reserves right regarding giving extension, deciding period of extension, curtailment of the contract period and DCIL's decision in the matter will be final.

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

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

24. Notification of Award

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

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25. Corrupt or Fraudulent Practices

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

26. General

- 26.1 Bid Documents are not transferable.
- 26.2 The Bidder shall produce documentary evidence for the technical data included in the bid, as far as possible.
- 26.3 All Signatures in the Document shall be dated.
- 26.4 All certificates / documents to be submitted along with technical bid should be valid.
- 26.5 Canvassing in connection with this bid is strictly prohibited and the bids submitted by the Bidders who resort to canvassing will be liable for rejection.
- 26.6 All correspondence during execution of the contract must be made to the DCIL’s Project In-Charge at Mangalore, Karnataka.

27. Performance Security

After receipt of work order and within 10 (Ten) days from the date of issue of LOA from DCIL, the successful Bidder shall furnish the performance security at 10% of the total contract value for the total contract period. (Excluding GST) in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to furnish Performance Security within 10 (Ten) days from the date of issue of LOA/work order, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

On successful completion of the contract and all contractual obligations, the Performance Security will be refunded by the Project In-Charge, DCIL, Mangalore, Karnataka to the contractor upon submission of “No dues and No claims” certificate by the contractor. Performance Security Deposit will not carry any interest. If Bank Guarantee is submitted against Performance Security, it should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations including warranty obligation, if applicable.

In case of default of the contract by the contractor, the performance security shall be forfeited or the Bank guarantee towards performance security will be encashed by DCIL.

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

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

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SECTION IV
GENERAL CONDITIONS OF CONTRACT
(GCC)

1. Application & Definitions of the terms

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

- i) Bidder/ Bidder : Means the person or persons, firm or company who bids for the work.
- ii) Contractor: Means the person or persons, firm or company whose bid/offer has been accepted and also fulfilled contractual obligations viz., executing Agreement, Integrity pact etc.
- iii) Engineer: Authority nominated as such by DCIL for this contract.
- iv) Project In- Charge: Means DCIL's officer authorized as In-charge of the project.
- v) Contract agreement: the agreement entered into between DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

2. Standards

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

3. The Contract & General Obligations of Contractor:**3.1 Contractor Cannot Sub-let the Work**

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

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

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

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

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

- i) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- ii) Pollution of waterway and damage caused to river, lock, sea-wall or other structures related to waterway, in transportation used by the contractor.

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

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

Precautionary measures to secure efficient protection of Docks, other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent

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rubbish, refuse and other materials from being thrown into the water by the Bidder's men or those of his agency.

3.5 Bidder not to publish Photograph Particulars of Work

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

3.6 Work to Cause Minimum Possible Hindrance to Traffic Movement

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

4. Performance security:

Clause 21 and 27 of Instructions To Bidders (ITB) refers.

5. Insurance

- 5.1** (i) The Bidder shall without limiting his or DCI's obligations and responsibilities insure in the joint names of the Bidder and DCI and should submit the valid copies of the same at the time of bidding along with technical bid, before commencement of every year's work, immediately after renewals if expires during the contract period and also whenever required by DCIL.
- (ii) the Bidder's equipment and other things brought on to the site by the Bidder for the sum sufficient to provide for their replacement at the site.
- (iii) 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).
- (iv) against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the Bidder or any sub-Bidder (Insurance against Accident to Workmen).
- (v) covering hull & machinery, crew, wreck removal & salvage clauses for Survey launch and dinghy boat (as applicable), equipments and personal engaged and should submit the valid copies of the same at the time of commencement every year, after renewals and whenever required by DCIL.
- 5.2. The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected.
- 5.3. 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.
- 5.4. If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 5.5. In the event that the Bidder fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Bidder shall indemnify DCI against all losses and claims arising from such failure.

6. Payment Terms:

1. The Bidder's request(s) for payment shall be made to the Project In-Charge of respective Project Office, in writing, accompanied by a GST invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
2. The Bill for Services rendered/ payment will be on monthly basis upon prompt submission of GST invoices timely and with all the necessary supporting documents. Delayed invoices and the invoices submitted without necessary supporting documents shall not be considered and be returned back to the contractor.
3. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.

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4. The work done certificate should be certified by Project In-charge as per the work order. The payment will be made only for the services provided as agreed to.
 5. Payments shall be made within thirty (30) days from the date of receipt of invoice/claim by the contractor, provided the invoice is in order and complied with all required enclosures.
 6. Payment shall be made through RTGS / NEFT from Head Office, Visakhapatnam. to the bank account, as provided by the bidder in the tender. However, no interest will be paid for any delay in releasing of payment. DCI will not be responsible for non-receipt of payment due to incorrect bank account details provided by the tenderer in tender.
 7. GST will be paid / reimbursed at actual, subject to actual payment made by the party to the Government authorities. GSTR1 for each bill should be filed on a monthly basis and when the same will appear in our GSTR2A portal, payment against the invoice shall be released.
 8. Credit notes necessary, if any, towards withdrawal of excess claim found upon scrutiny of invoice by PIC, DCI Mangalore should be submitted by the contractor promptly without delay. Once the invoice with credit note is submitted, no request for reversing for any reason can be entertained.
- 7. Prices:**
Prices charged by the Bidder for Services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid.
- 8. Contract Agreement:**
Within 10 (Ten) days from the date of issue of Letter of Acceptance, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on non-judicial Rs.100/- stamp paper to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract. Failure of the successful Bidder to execute contract agreement shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.
- 8a. Interpretation of Contract Document**
Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, DCI shall have the power to correct the same and their decision shall be final and binding on the parties to the Contract.
- 8b. Contract Amendments**
No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 9. Delays in the Bidder's Performance**
The performance of Services shall be made by the Bidder in accordance with the time schedule allowed for the supplier of material/services.
- 9a. Liquidated Damages:**
In case of any delay/non-performance of the contract at a project within the specified Period, liquidated damages @ 1 % per week or pro-rata up to a maximum of 10% of the contract value for the project shall be levied on the Contractor by DCI. Once the LD reach 10% of the contract value of the project, DCI terminate the Contract pursuant to GCC Clause 10.
- 10. Termination for Default**
10.1 DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part for the reasons attributed such as:

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- i) if the Contractor fails to provide the service within the time schedule given on each occasion, or within any extension thereof granted by DCI; or
 - ii) if the Contractor fails to submit Performance Security or execute Contract agreement as per the conditions of bid, or
 - iii) if the Contractor fails to perform any other obligation(s) under the Contract. ; or
 - iv) if the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practice in pursuant with Cl. No.25 of ITB in executing the Contract.
- 10.2 In the event DCI terminates the Contract in whole or in part, pursuant to GCC Clause 15, DCI may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.
- 10a. Force Majeure**
- i) Notwithstanding the provisions of GCC Clauses 9 and 9a, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 - ii) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes etc.
 - iii) If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 11. Termination for Insolvency**
In the event Contractor is adjudged bank corrupt, DCI shall terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DCI.
- 12. Termination for Convenience**
The DCI may, by written notice sent to the Contractor, terminate the Contract within 7 days from notice period, in whole or in part. The notice of termination will specify that termination is for the DCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 13. Settlement of Disputes/ Arbitration Clause:**
- 13.1 In case of dispute between DC1 and the contractor for contract up to Rs.10 Crores, the issue will be referred to Chief General Manager (CGM), Dredging Corporation of India Limited and the decision of CGM, shall be final, conclusive and binding on all the parties and the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of CGM.
- 13.2 Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on *matters* which are stated to be final and binding on the contractor shall be referred to the arbitration by a sole Arbitrator, as per the provisions of the Arbitration and Conciliation Act 1996 and

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- the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act 1996.
- 13.3 The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or reenactment thereof. The venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.
- 13.4 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
- 13.5 **Limitation of Liability**
Except in cases of negligence or willful misconduct, the Contractor shall not be liable to DCI, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DCI.
- 13.6 **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.
- 13.7 All disputes arising out of or under this contract will be subject to the jurisdiction of court at VISAKHAPATNAM only.
- 14. Applicable Law**
The Contract shall be interpreted in accordance with the laws of India. All statutory requirements applicable to this contract shall be applicable to both DCIL and the bidders as per the applicability.
- 15. Compliance with Statutory Requirements:**
The Contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re- enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Indian Workmen's Compensation Act, Contract Labor (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations / Rules / Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, DCI shall be entitled to deduct the same from any monies due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which DCI is required or called upon to pay or reimburse on behalf of the Contractor.
Wages will be paid by the contractor to the workmen, directly without intervention of any jamadars or chowkidars and that the contractor will ensure that no amount by way of commission or otherwise is deducted or recovered by the jamadars from the wages of the workmen. The contractor will also strictly comply with the various provisions of the labour welfare statutes like:
- i) Contract Labour (Regulation and Abolition Act, 1970).
 - ii) Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
 - iii) Industrial Dispute Act, 1947.
 - iv) Payment of Gratuity Act, 1972.
 - v) Equal Remuneration Act, 1976.
 - vi) Employees Provident Fund and Misc. Provisions Act, 1952.

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- vii) Minimum Wages Act, 1948.
- viii) ESI Act, 1948 and
- ix) Laws applicable to women, wherever applicable and any other relevant statutes, together with the amendments, thereon. The contractor shall maintain various registers as required under the statutes and produce to the officer of the Corporation nominated for the purpose, every month/as and when required for verification. No child labour should be engaged.

All liabilities such as compensation under Workmen's Compensation Act, PF Act and other regulations of the Govt. prevailing and as amended from time to time will be to the tenderer's account and the tenderer must indemnify the DCI against such liabilities

16. Taxes and Duties

The Contractor shall pay all taxes including GST, levies, duties, etc. which he may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of bid in respect of or in accordance with the execution of contract and DCI will in no way be liable.

17. Income Tax Deduction:

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

18. Employment of Relatives:

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

18a. Undertaking certificate

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

18b. Litigation certificate

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

18c. Vendor registration form:

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

18d. Notices:

Any notice given by the party, pursuant to the Contract shall be sent in writing / telegram / fax / cable / E-mail to the Project In-Charge, Dredging Corporation of India Limited, Mangalore, Karnataka, at the e-mail id po.mangalore@dcil.co.in and copy to rgm.kochi@dcil.co.in, gsajeev@dcil.co.in & jkurao@dcil.co.in.

19. Debarring or Blacklisting:

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

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TENDER DOCUMENT**20. Notice to Contractor:**

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

21. Site clearance on completion of contract:

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

22. Daily Survey reports (DSRs):

A daily survey report (DSR) is to be maintained by the Bidder at site with the supervisor / Master of the Survey Launch. The working days and idle days of the Survey Launch/equipment is to be recorded and jointly signed by the Contractor and Site In-charge of DCI on daily basis and the DSR in original is to be submitted along with monthly invoice, which shall form basis for payment. The contractor shall submit to DCI in duplicate on the every following day before noon.

23. Provide and maintain a suitable office:

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

24. Health and sanitation:

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

25. Maintaining secrecy:

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

26. Recoveries:

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

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SECTION -V
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1. Work Requirements:**1.1 In broad:**

1. The services of bathymetry surveys shall be made available on as and when required basis depending on the work requirements.
2. In case of holidays and during late hours, services should be rendered based on the intimation given to the contact telephone numbers and e-mail ids, provided by the Contractor.
3. Upon commencement of the contract, the Contractor's representative shall be available with DCI Project Office on all working days and holidays and should attend the calls from DCIL immediately.
4. The contract period shall be for 105 days from the date of issue of LOA/Work Order.
5. DCI reserves the right regarding curtailment or giving extension of contract.
6. Deciding period of extension / curtailment of the contract period and DCI's decision in the matter will be final.
7. The bidder should invariably quote for all the items in BOQ. If not so, the bid will not be considered for evaluation.
8. After placing the LOA/work order, Contractor has to commence the working from the effective date stated in the LOA/work order/ date intimated by Project Office, Mangalore.

1.2 In Specific:

1. Bathymetric surveys are to be conducted for pre dredging (if required), progressive, post dredging and monthly bill surveys in all dredging and dumping areas of NMPT using survey launch including sounding with lead line in the shallow areas, berth frontage (0 to 7m) and underneath pump house using suitable dinghy boat. The survey launch and dinghy boat shall be equipped with survey instruments in working conditions. The representatives of DCI, NMPT and third party nominated by NMPT will be onboard while carrying out surveys to jointly witness the same.
2. The period of work is 105 days (approx) for the year 2020-21 tentatively commencing from 01st January 2020-21. The period is extendable or curtailed each year on same rates, terms and conditions, as per requirement of DCI/NMPT.
3. During the contract period, survey is required to be performed within the New Mangalore Port Trust limits as per their requirement of DCI/NMPT.
4. The MBES bathymetric survey will be conducted on regular basis depending on requirement.
5. Prior to carry out each survey, calibration of survey equipments viz: DGPS, Multi Beam Echo Soundings equipment using frequency 200 to 220 KHZ has to be carried out with known co-ordinates / depth and it should be satisfied by the representatives of NMPT, DCIL and third party nominated by NMPT.
6. The proposed survey launch shall be of steel hull/ FRP and shall be able to carry out survey and the survey launch shall withstand moderate to rough sea conditions.
7. The survey launch should be operated by competent navigational personnel having valid certificates. All required LSA/FFA items, with valid certificates, should be available for safety purpose at all times during the period of hiring of launch.
8. Survey launch and dinghy boat should have excellent control and maneuverability at low speeds. Boats should have ample space to provide day accommodation for representative of DCIL/NMPT/Third parties nominated by NMPT besides normal crew.

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9. Survey launch should have canopy and panoramic view from the wheel house. Wheel house shall be air conditioned with suitable deck space and equipped with safety gear.
10. Transducer of Multi-Beam echo sounder should be side mounted. However, the position of the transducer is subject to inspection and acceptance of NMPT/DCIL and Third party nominated by NMPT.
11. The proposed survey launch should be equipped with DGPS, Multi-Beam Echo sounder using frequency 200 to 220KHZ, Heave, Roll, Pitch sensors, sound velocity probe, Printers, A0 Plotters, Gyro Compass etc and qualified personnel for conducting MBES Bathymetric survey and provide survey charts in required numbers after duly processing the above acquired data using HYSWEEP survey software (HYPACK) or Equivalent standard software acceptable to Engineer processing system, and supply soft copy in CD/DVD/Pen drive duly loaded with entire survey record as required by DCI/Port/Engineer.
12. Soundings lines shall be no more than 30m apart. However, the line spacing is to be decided as per available depth since Multi Beam cover wide swath along the survey line. The planned survey lines must cover 25% swath overlap and at least 10% coverage on each side of the survey area.
13. The berth faces (at 0 & 2 mtrs.), joint surveys to be carried out by lead line method.
14. Soundings are to be taken at an accuracy of 0.10 m and reduced to chart datum. The depth /heights shall be plotted in meters and centimeters.
15. In case the vessel is hired, the period of hire should be on par with the period of contract and an agreement to that effect signed by the owner on stamp paper duly notarized should be produced along with the tender.
16. The Bidder should submit the Technical specifications of the survey launch and Survey equipment proposed to be deployed, their present location for the subject work in the technical bid.
17. All charts to be prepared in the scale 1:1000 or as directed by DCI/NMPT representative. Minimum 5 hard copies of charts or as directed by DCI/NMPT representative shall be submitted along with soft copy (CD/DVD/Pen drive) for each survey.
18. The Bidder is deemed to have inspected the areas of Survey and have complete knowledge before Bidding. The Bidder shall inspect the area of work at his own cost and thoroughly acquaint himself with the site conditions. All the costs for execution of the works deemed to have been included in the Tender and no claim whatsoever in this regard shall be entertained.
19. The Bidder shall mobilize the Survey launch, equipment in operational condition and survey personnel within 7 (seven) days from the date of issue of the Work Order. All surveys are required to be carried out following the scope of work and as per the instructions of DCI Representative. The Representatives of DCI and NMPT/ Third party nominated by NMPT representatives would present on board while conducting the monthly bill surveys and other Surveys depending on requirement.
20. The daily hire charges for the survey launch with equipment shall be payable from the date all the survey equipment are calibrated to the specified accuracies and accepted by DCI / NMPT/ Third party nominated by NMPT representatives. The rate offered shall include the expenses towards mobilization of the survey launch, dinghy boat, equipment and man power to work site, demobilization and time taken for installation and calibration of survey equipment. No claim for mobilization and demobilization will be entertained separately and will be deemed to be included in the rate quoted by the contractor.
21. The Bidder shall not be entitled for payment of the daily hire charges for the survey launch with equipment and man power in case of breakdown of survey launch / equipment and if the Bidder fails to carry out survey for reasons whatsoever. In case the survey is not possible due to very bad weather, the certification from DCI representative is required for considering payment of daily hire charges.
22. In case of breakdown of Survey Launch (& dinghy boat) and equipment for more than 24 hours, the Bidder shall arrange suitable substitute Survey launch (& dinghy boat) and equipment with all equipment for survey works. No payment will be made for the breakdown period. For such period payment will be deducted on pro rata basis.

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23. The surveys may require carrying out in any time in 24 hours depending up on weather conditions and operational need. The Bidder shall keep the survey launch and personnel standby to meet the above requirement and the rate offered shall be inclusive of such contingencies.
24. The survey launch & dinghy boat must have VHF/Walkie-Talkie/Mobile for better communication system to contact with Dredger/Project office and Signal Station of NMPT.
25. Real Time Kinematics (RTK) equipment/device are required to be used for checking of higher accuracy of a standalone Global Navigation Satellite Systems (GNSS) receiver once during contract period of survey in case, Engineer of NMPT is demanded.
26. All the required statutory certificates must remain valid throughout the entire period of contract, including extension period, if any.
27. The crew provided for manning the Survey launch should be qualified, experienced and competent to operate the boat.
28. The Survey Launch with equipments shall be available at site with Master, crews round the clock and all the days including Sundays and holidays to attend the survey works as and when informed by the site in-charge/Project in-charge of DCIL.
29. In case of break down, substitute Survey Launch with survey equipment shall be provided within 24 hours without fail after informing in writing or verbal instruction by the site in-charge / Project-in-charge failing which penalty will be imposed to the extent that no payment will be made during the period of non availability of survey launch.
30. If the Survey Launch and survey equipments services are not available due to non availability of diesel or Master of survey launch or failure of survey equipments or minor repairs etc, penalty will be imposed to the extent that no payment will be made for the day(s), as per the certification of DCI representatives.
31. In case of break-down of the Survey Launch or survey equipments, alternative survey launch or equipment, meeting the technical specifications & requirements specified in the tender has to be provided by the supplier at no extra cost for mobilization and de-mobilization. If contractor fails to do so, alternative arrangement will be made by DCI at the risk and cost of the contractor, and the expenses incurred thereof will be deducted from the bills/ amount available at DCI.
32. The rate quoted shall be inclusive of all running expenses such as wages/OT/beta/fuel, lubricants, spares, maintenance, repairs, stores, mobilization de-mobilization, fuel escalation, RTK equipments, taxes & levies etc., excluding GST. The agreed rate shall be valid throughout the contract period including extended period of contract if any.
33. During the period of execution of work if any loss/damage such as berth, fender, etc. and caused to the property of DCI/New Mangalore Port Trust or any other companies should be rectified by the Bidder and made good at his own cost and will be at risk and cost of the contractor.
34. Necessary gate passes etc. for survey launch, dinghy boat, equipment, men and materials, fuel oil and Lubricants etc shall be arranged by the contractor and DCI will not be responsible for any delay or reason thereof. DCI will only provide necessary assistance by giving recommendation letters, etc to the contractor for obtaining the permissions from port and other authorities as required by the contractor, however, DCI will not be responsible / liable for any delay/issues in this regard.
35. The contractor should submit copy of the P.F. registration number if the same is not submitted along with the tender the bidder should obtain the same and produced to DCI, otherwise 25.16% of labour element will be recovered from the bills as per rules and remitted to DCIL, ECPF Fund. In case of any exemption available, copy of the exemption letter/certificate issued by concerned authority should be enclosed to the bid.
36. In the event of any breach of contract on the part of the contractor, the Corporation reserves the right to forfeit the entire performance security deposit including converted EMD amount. DCI also reserves the right to get the balance work executed by some other sources at the risk and cost of the Bidder . Further, the firm /contractor will be blacklisted and prevented from participating in the future tenders of the Corporation for a specified period. The period of blacklisting and manner of black listing shall be decided by the competent authority.

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37. Idle time charges of Survey Launch and survey equipments are payable as per sl.no.2 of BOQ. The hire charges will not be payable if Survey Launch is under break down or services are not available due to non availability of diesel, Master, repair etc.
38. Counter conditions if any stipulated by party, his tender will be summarily rejected.
39. Firms black listed by any Government Organizations/Agencies and valid currently is debarred from participate the Bidding process.
40. A daily survey report (DSR) is to be maintained by the Bidder at site with the supervisor/ Master of the Survey Launch. The working days and idle days of the Survey Launch/equipment is to be recorded and jointly signed by the Contractor and Site In-charge of DCI on daily basis and the DSR in original is to be submitted along with monthly invoice, which shall form basis for payment.
41. The Bidder is responsible for taking precautionary measures and safety for all the men working under him throughout the contract period. The corporation shall not be liable for any damage or compensation or whatsoever payable by law consequent of any accident or injury to any workman or other persons employed by the Bidder and the Bidder shall indemnify and keep DCI indemnifying against all such damages or compensation and against all claims, damages, proceedings, cost, charges and expenses or whatsoever in respect thereof or relating thereto responsibility arising due to any compensation etc lies entirely on the part of the Bidder .
42. The Bidder should pay the minimum wages, bonus, medical expenses, over time, holiday wages, if any, to the labourers engaged for this work and comply with the provisions of Minimum Wages Act. The rates quoted are deemed to have included all the above provisions and no extra claim or whatsoever will be admitted. The Bidder shall ensure that regular and timely remittances are made by them during the contract period towards PF contribution to the appropriate authorities pertaining to all his workmen and produce the receipt obtained from PF authority to this effect to confirm the remittance without which, bill will not be processed for payment.
43. In the event of early completion / closure of the project work during any of the three years period, the contract can be terminated by giving 3 days notice to the Contractor.
44. The rates quoted by the contractor shall be deemed to have included all costs and expenses, taxes, duties and any levies (State or Central) in connection with supply of Survey launch and MBES equipments under the contract. No additional payment whatsoever shall be paid by DCI at any stage of work.
45. Contractor has to make own arrangements for berthing of Survey Launch and dinghy boat during the period of contract and extension if any viz., during survey/ Non survey/ idle / breakdown / repair etc. all.
46. Contractor should maintain all statutory certificates valid, throughout the contract period of 3 years, viz., Registration certificates, plying licenses issued by NMPT/other concerned authorities , insurances covering hull & machinery, crew, wreck removal & Salvage clauses for Survey launch and dinghy boat (as applicable), personnel to be supplied and should submit the valid copies of the same at the time of commencement every year, after renewals and whenever required by DCIL.
47. Contractor should also submit attested copies of PAN, Aadhaar, and Name of the Bank, A/c. No., IFSC code and Branch name for making online payment.
48. Bidder should meet the pre-qualification criteria to be set as per the set out guidelines.
49. Successful bidder needs to deposit performance security as per norms.
50. In case of non-performance / delayed performance by contractor, liquidated damages as per norms shall also be levied.
51. The contractor has to submit insurance and calibration certificates for the survey equipments to be installed onto survey launch and dinghy boat.
52. Operational days shall include carrying out surveys in all dredging areas and dumping ground.
53. Standby days shall include processing, printing charts and idle period and others except carrying out surveys in all dredging areas and dumping ground.

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2.0 Price Variation Clause (GCC Clause 7):

- 3.1 There shall not be any price variation during the contract period/ extended period of the contract, if any.

3.0 Compliance with Statutory Requirements (GCC Clause 15):

- 3.1 Add as Clause 14.1 of GCC.

- 3.2 Provident Fund Contributions:

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

3.2.2 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 against his running bill.. If the Contractor fails to adhere to this condition DCI shall deduct 25.16%, namely

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

of labour component value from the bill and remit the amount to DCIL ECPF Fund.

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

4.0 Other conditions:

1. The firm shall directly approach NMPT or any other authority to resolve their vessels related issues in connection with performing the service without DCIL's persuasion.
2. All claims should be submitted with supporting documents like daily survey reports duly signed by DCIL representative etc.
3. The firm shall obtain gate passes for their equipments, personnel etc. directly from NMPT / other authorities concerned.

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**SECTION VI
TECHNICAL SPECIFICATIONS (TS)**

- 1) Survey Launch fitted with following survey equipment is to be deployed:
 1. Approved / standard D G P S
 2. Multi Beam Echo Sounder with HYSWEEP survey software (HYPAC) using frequency 200 to 220 KHZ or equivalent standard software acceptable to Engineer of NMPT.
 3. Heave, Pitch & Roll Sensor (3 axis).
 4. Data acquisition and processing system "HYSWEEP survey software (HYPAC) or equivalent standard software acceptable to Engineer of NMPT."
 5. Printers and A0 Plotters
 6. VHF Set/Walkie-Talkie/Mobile for better communications.
 7. Lead Line Equipment.
 8. RTK equipments
 9. Survey launch & dinghy boat should have excellent control and maneuverability.
 10. They should have ample space to provide day accommodation for representatives of DCI /NMPT and Third party nominated by NMPT besides normal crew.
 11. Launch should have panoramic view from the wheel house.
 12. Wheel House shall be air conditioned and equipped with safety gear as per Indian Mercantile Act shall be available.
 13. All the electronic and computer based equipment shall have compatibility to the other equipment.
 14. The launch should have a wash room facility with proper sewage and garbage disposal.
 15. LSA/FFA equipments, as per approved plans, with valid certificates, to be available on board the survey launch & dinghy boat during the hire-period.

- 2) Verification of lines in the pre and post dredging surveys:

10 percent of all soundings are to be known as verification lines. Verification lines shall be representative of the whole of the area and of the entire duration of the sounding sessions. Verification of lines are to be sounded twice, immediately following one another and preferably in opposite directions. When the difference in vertical position at any common point along the two sea bed profiles resulting from each verification line exceeds +75mm, then the soundings subsequent to the last successful verification shall be deemed unacceptable as pre and post dredging soundings. The Engineer's Representative may resort to check echo sounding by means of other methods to measure water depths, such as single beam echo-sounder or lead lines. The Engineer's Representative may also order calibration checks of the equipment as and when considered necessary.
- 3) The Survey record is the Property of DCI and it should not be provided to Agency or utilized for any purpose.
- 4) Technical specifications of survey launch, dinghy boat and survey equipment proposed to be utilized by the bidder are required to be submitted by the bidder along with technical bid (cover-A) vide the format mentioned under prescribed formats of this bid document.

Signature of Contractor with seal

TENDER DOCUMENT

SECTION – VII**Prescribed Formats For Bid****1. Bid Form**

Date: _____

To:
The Dredging Corporation of India Ltd.
Project Office
Mangalore, Karnataka.

Sub: Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations for FY2020-21.

Ref: OPS/SUR/07/2020-21 dated 05.12.2020.

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 as may be ascertained in accordance with the Schedule of Prices submitted separately as a Financial Bid / Bill Of Quantities 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.

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

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

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

Dated this _____ day of _____ 2020.

[signature] _____
[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Signature of Contractor with seal

TENDER DOCUMENT

2. Pro forma for Bank Guarantee For Earnest Money Deposit

Bank Guarantee No.:

Date:

To

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

WHERE AS (hereinafter) called “the Bidder” has submitted its bid dated for the execution of (name of work) ‘**Conducting Multi Beam bathymetric surveys at DCIL’s ‘New Mangalore Port’ project, Mangalore, Karnataka” with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations**’ (hereinafter called “the Bid”) in favor of DREDGING CORPORATION OF INDIA LIMITED, Head Office, HB Colony, Seethammadara, 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:

If the Bidder

- i) withdraws his Bid during the period of Bid validity specified in the Bid, or,
- ii) or having been notified of the acceptance of his Bid by the Corporation during the period of Bid Validity.
- iii) Fails or refuses to execute the Agreement, if required or
- iv) Commence the work as per the Letter of Intent or Word Order

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

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

Dated.....day of2020

For

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

Signature of Contractor with seal

TENDER DOCUMENT

3. Bidder's Declarations

Declaration-1

Date:

To
The Project In-Charge,
Dredging Corporation of India Limited,
Project Office
MANGALORE, KARNATAKA,

Sir,

Sub: Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations for FY2020-21 - reg.

Ref: Tender No: OPS/SUR/07/2020-21 dated 05.12.2020

A. With reference to your Tender referred above, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'or'

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

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

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

Thanking you,

Yours faithfully,

Signature of Contractor with seal

Signature of Contractor with seal

TENDER DOCUMENT

Declaration-2

Date:

To
The Project In-Charge,
Dredging Corporation of India Limited,
Project Office
Mangalore, Karnataka,

Sir,

Sub: Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations for FY2020-21- reg.

Ref: Tender No: OPS/SUR/07/2020-21 dated 05.12.2020

- A. With reference to your Tender referred above 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. We hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents, etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Signature of Contractor with seal

Signature of Contractor with seal

TENDER DOCUMENT

Declaration-3

Date:

To
The Project In-Charge,
Dredging Corporation of India Limited,
Project Office
Mangalore, Karnataka,

Sir,

Sub: Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations for FY2020-21- reg.

Ref: Tender No: OPS/SUR/07/2020-21 dated 05.12.2020

With reference to your Tender referred above we hereby certify that, we do not have any current litigation with any party/ firms.

'or'

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

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

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

Thanking you,

Yours faithfully,

Signature of Contractor with seal

Signature of Contractor with seal

TENDER DOCUMENT

Declaration-4
(Vendor Registration Form)1. Vender Details:

a) Name of the Vendor :

b) Address :

c) Place of Registration :

d) Principal place of business :

e) Email ID :

f) Contact Nos. :

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 :

d) Type of account : Savings account / Current account / Other

Signature of Contractor with seal

TENDER DOCUMENT

4. Proforma for Contract Agreement

This agreement made on _____ day of _____ between **M/s. DREDGING CORPORATION OF INDIA LIMITED**, a body under the Companies Act, 1956, having its Head Office at Visakhapatnam (hereinafter called "THE EMPLOYER", which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office") of the one part and _____ (Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part, whereas the "Employer" is desirous of "**(name of work) Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations for FY2020-21**" and the Contractor has offered to _____ and whereas the CONTRACTOR has deposited a sum of Rs. _____ as Performance Security in the form of _____ for the due fulfillment of all the Conditions of the Contract:

Now this agreement witnessed as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz.:
 - The Contract Agreement.
 - The Bid submitted by the Contractor.
 - Instructions to Bidder.
 - Conditions of Contract.
 - Specification for the Works.
 - Price Bid.
 - Work order.
 - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs. _____ (Rupees _____) at the times and in the manner prescribed by the Contract.

Signature of Contractor with seal

TENDER DOCUMENT

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

CONTRACTOR

EMPLOYER

Signature :

Signature :

Name :

Name :

Designation :

Designation :

Seal :

Seal :

In the presence of Witness

Signature :

Signature :

Name & Address :

Name & Address :

Signature of Contractor with seal

TENDER DOCUMENT

5. Proforma for Bank Guarantee for Performance Security

Bank Guarantee No.:

Date:

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

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

1. Wehereinafter referred (*indicate name of the Bank*) to as "the Bank" at the request of M/s.....(*Contractor*) do hereby undertake to pay to the DCI an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We,(*indicate name of Bank*) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said 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(*indicate name of Bank*) undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We (*indicate name of the Bank*) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing

Signature of Contractor with seal

TENDER DOCUMENT

under this guarantee has been received by us on, we shall be discharged from all liability under this guarantee thereafter.

5. We, further agree (*indicate name of the Bank*) that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We, (*indicate name of the Bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.
8. This guarantee will remain in force until All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to(..... Only).

Dated theday of2020.

Signature of Contractor with seal

TENDER DOCUMENT

6. PARTICULARS OF SURVEY LAUNCH PROPOSED TO BE UTILISED BY THE BIDDER FOR THE WORK

1. Name of the Bidder :
2. Whether steel hull boat /wooden/ FRP :
3. Whether single screw / Twin screw :
4. Name of the owner :
5. Builder's name and Address :
6. Year of built :
7. Main dimensions;
 - (a) Length (Mtrs) :
 - (b) Breadth (Mtrs) :
 - (c) Depth (Mtrs) :
 - (d) Draft (Mtrs) :
 - (e) Maximum speed in knots :
8. Make and Model of the Engine :
9. Horse Power of the Engine :
10. Particulars of Registry of Survey Boat :
11. Communication system held in onboard :
12. LSA (Life Saving Appliances) :
13. FFA (Fire Fighting Appliances) :
14. Place where the Steel hull /wooden / FRB Boat is presently available :

NOTE: If the Bidder is not the Owner, hire agreement / willingness of the Owner of the survey launch and survey equipment should be submitted on stamp paper duly notarized along with Technical Bid (Cover-A).

Signature of Contractor with seal

TENDER DOCUMENT

7. PARTICULARS OF DINGHY BOAT PROPOSED TO BE UTILISED BY THE BIDDER FOR THE WORK

1. Name of the owner :
2. Builder's name and Address :
3. Year of built
4. Main dimensions;
 - (a) Length (Mtrs) :
 - (b) Breadth (Mtrs) :
 - (c) Depth (Mtrs) :
 - (d) Draft (Mtrs) :
5. Particulars of Registry :
6. Communication system held in onboard :
7. LSA (Life Saving Appliances) :
8. FFA (Fire Fighting Appliances) :
9. Place where the dinghy Boat is presently available :

NOTE: If the Bidder is not the Owner, hire agreement / willingness of the Owner of the survey launch and survey equipment should be submitted on stamp paper duly notarized along with Technical Bid (Cover-A).

Signature of Contractor with seal

TENDER DOCUMENT

8. PARTICULARS OF SURVEY EQUIPMENT PROPOSED TO BE UTILISED BY THE BIDDER FOR THE WORK

Sl. No	Description of items	Unit	Identification	Remarks
1				
2				
3				
4				
5				

Note:

Particulars of the Multi-Beam survey equipment proposed to be supplied for conducting Multi-Beam Echo soundings by using frequency 200 to 220 KHZ to be mentioned in the tabular column including Lead line soundings besides RTK equipments.

9. DETAILS OF CREW OF SURVEY LAUNCH & DINGHY BOAT AND SURVEY PERSONNEL TO BE ENGAGED BY THE BIDDER FOR THE WORK.

SI. no.	SL/DB/SP	Name	Age	Qualifications	Experience	Languages Known
I)	<u>Survey Launch:</u>					
	A) <u>Deck:</u>					
	1)					
	2)					
	3)					
	4)					
	B) <u>Engine:</u>					
	1)					
	2)					
	3)					
	4)					
II)	<u>Dinghy Boat</u>					
	1)					
	2)					
III)	<u>Survey Personnel:</u>					
	1)					
	2)					
	3)					
	4)					

Signature of Contractor with seal

TENDER DOCUMENT

10. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date :

To

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

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

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

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

THE CONDITIONS of this obligation are :

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

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

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

Dated.....day of2020

For

.....

(Indicate Name of the Bank)

Signature of Contractor with seal

TENDER DOCUMENT

SECTION – VIIICHECK LIST OF ENCLOSURES FOR
TECHNICAL BID (COVER-A)

1. A Bid Form **except** the Price Schedule
2. A list of works completed, bid for and in hand / being executed as on the date of submission of bid with proof of documents.
3. Documentary evidence to establish that the Contractor is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - i) Audited balance sheet and profit-loss (Income) statement for the last three years ending with 31st March 2020.
 - ii) Certificate from Employers for showing Experience of having successfully completed works of similar nature during last 7 years ending November 2020. The certificate should include the following information:
 - a) Brief description of the work
 - b) Contract amount / rates.
 - c) Time limit for completion
 - d) Whether the work has been completed within the stipulated time.
 - e) Whether any liquidated damages have been levied.
4. Documentary evidence towards remittance of cost of bid document as prescribed (non-refundable) through e-payment (NEFT / RTGS) and the e-mail sent to DCI HO's e-mail id - **'treasury@dcil.co.in'** containing purpose and details of payment along with electronic receipt/ UTR.
5. Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of
 - i) e-Payment (NEFT / RTGS)) and the e-mail sent to DCI HO's e-mail id - **'treasury@dcil.co.in'** containing purpose and details of payment along with electronic receipt/ UTR.
or
 - ii) Bank Guarantee
6. Copy of PAN Card
7. Copy of GST Registration.
8. Proof of Registration with Provident Fund Authorities. or exemption certificate / letter as applicable.
9. Power of attorney on Stamp paper (non-judicial) Rs. 100/-, in favour of the person authorized to sign the tender document. (If the tender document is signed by the Owner/proprietor of the firm, then also he shall authorise himself for the same.)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.
10. Bidders declaration -1,2,3.
11. Technical specifications of survey launch, dinghy boat and survey equipment as per prescribed formats.
12. Details of crew of survey launch, dinghy boat and survey personnel as per prescribed format.
13. Downloaded Bid Document duly signed on all the pages by bidder
14. All documents as mentioned under prescribed formats duly signed, stamped and dated by the authorized person and
15. Other documents prescribed in this bid document not mentioned above.

Signature of Contractor with seal

TENDER DOCUMENT

FINANCIAL BID / BILL OF QUANTITIES (BOQ)
(FOR COVER-B)

PREAMBLE:

- ❖ The items given in the Financial Bid / Bill Of Quantities are for “Conducting Multi Beam bathymetric surveys at DCIL’s ‘New Mangalore Port’ project, Mangalore, Karnataka” with suitable Steel hull/FRB Survey Launch and Dinghy boat, equipment, software, crew, survey personal etc. all and providing signed survey charts and quantity computations/”
- ❖ The rates quoted in the Financial Bid / Bill Of Quantities are all inclusive except GST. Contractor shall raise GST invoice and mention their GST Registration Number on the Invoice.
- ❖ The payment would be made for relevant items of Financial Bid / Bill Of Quantities as detailed in Payment Clause.
- ❖ No charges, other than those specified in the bid conditions shall be payable.

Signature of Contractor with seal

TENDER DOCUMENT

FINANCIAL BID / BILL OF QUANTITIES (BOQ)
(COVER-B)

Name of the work: Conducting Multi Beam bathymetric surveys (with side mounted transducer) at DCIL's 'New Mangalore Port' project, Mangalore, Karnataka" with suitable Steel hull / FRP Survey Launch and Dinghy boat with equipment and personal etc. all and providing signed survey charts and quantity computations for FY2020-21.

Ref: Tender No: OPS/SUR/07/2020-21 dated 05.12.2020.

Sl. No.	Description of the item	Unit	Qty	Rate / Unit (Rs)		Total Amount (Rs) (Qty x Rate)
				(in figures)	(in words)	
1.	Conducting Multi Beam Hydrographic surveys (MBHS) for all areas of NMPT as per requirement of NMPT including mobilization & demobilization of Survey Boat, equipments with Crew, Multi Beam Survey Equipments using frequency 200 to 220KHZ (DGPS / Transducer / Motion / etc., deployment of Hydrographic Survey Team for processing, Equipments skilled Man Power (Surveyor / Technicians) and Final Bathometric Chart (Plot / Print) and quantity computations, suitable RTK equipments using Steel hull / FRP survey launch (and dinghy boat underneath pump house), Hysweep survey software (HYPACK or standard survey software acceptable to the Engineer i.e., NMPT) in the required locations and provide charts in required numbers and quantity computations in soft copies on Disc / Pen drive hard and hard copies etc., Lead line survey in front of berths and survey underneath pump house using dinghy boat, all as per requirements of DCI/NMPT and all inclusive excluding GST.					
	a) During survey days in all NMPT areas.	Day	75			
	b) During non survey days - Idle time / Retention charges of survey launch/ dinghy boat / team /equipment etc. all, applicable when survey team, equipment etc. become idle continuously for 24 hrs).	Day	30			
Total excluding GST =						
*GST=						

*Bidder to indicate GST %.

Signature of Contractor with seal