

DREDGING CORPORATION OF INDIA LIMITED
REGIONAL OFFICE: MUMBAI

Ref : DCI/OPS/JNPT/R- BOAT/2020

Date.25-07-2020

TENDER

FOR

“SUPPLY MANNING AND RUNNING OF 01(ONE) WOODEN / STEEL HULL MECHANISED/MOTOR LAUNCH / BOAT OF NOT LESS THAN 100 HP FOR DREDGER(S) ROUTINE SERVICES AND OTHER PROJECT WORKS AT JAWAHARLAL NEHRU PORT TRUST (JNPT), MUMBAI” FOR ONE YEAR AND EXTENDABLE FOR 2ND YEAR.

TENDER ISSUED TO

M/s. _____

**PROJECT MANAGER ,
DREDGING CORPORATION OF INDIA LTD.,
MUMBAI.**

Contractor

INVITATION FOR BIDS (IFB)/ (NOTICE INVITING TENDER)

Sealed Tenders are invited in single stage two covers system (i.e.) Cover-A “Techno-Commercial Bid”, Cover-B “Price Bid” by Dredging Corporation of India limited, DCIL, Regional Office, Mumbai from experienced parties for “Supply, manning and running of 01(one) Wooden / Steel hull mechanised/Motor launch / Boat of not less than 100 HP for dredger(s) routine services and other project works at Jawaharlal Nehru port trust (JNPT), Mumbai” for one year and extendable for 2nd year.

1.	Name of Work	Tender for “Supply, manning and running of 01(one) Wooden / Steel hull mechanised/Motor launch / Boat of not less than 100 HP for dredger(s) routine services and other project works at Jawaharlal Nehru port trust (JNPT), Mumbai” for one year and extendable for 2 nd year.
2	Period of Contract	The boat/ Launch will be engaged for a period of Seven Months (Approx) in a year and extendable for 2 nd year with same rates, terms and conditions. However, the contract can be curtailed at any as per discretion of DCI.
3.	Estimated Cost:	Rs. 79,80,000/- (Excl. GST)).
4	Earnest Money Deposit (EMD)	Rs. 79,800/- (Rupees seventy Nine Thousand Eight Hundred only) through RTGS/NEFT and EMD is exempted for the vendors registered in MSME for this particular tendered item.
5.	Down loading of tender documents from DCI Website	25-07-2020 to 21-08-2020 up to 1800 Hrs.
6.	Last date & time for receipt of Tenders	24.08.2020 up to 1500 Hrs in the Office of Dredging Corporation of India Ltd, Quarter No.B-63/1, Sector -II, JNPT Township, Navi Mumbai,- 400707.
7.	Opening of Bids	24.08.2020 by 1530 Hrs in the Office of Dredging Corporation of India Ltd, Quarter No.B-63/1, Sector -II, JNPT Township, Navi Mumbai,- 400707.
8.	Tender document cost	Rs.1,180/- (Rupees One Thousand one hundred eighty only) are including 18% GST Non-refundable - by way of E-Payment only.

<p>Bidders can also pay :</p> <ol style="list-style-type: none"> 1. Cost of Tender documents 2. EMD 3. Performance security 4. Or for any other payments due to be paid to DCIL. <p>E-Receipt in respect of Cost of tender document and EMD in this regard is a must and to be attached to the tender document in Cover -A.</p>	<p>Details of Bank account :</p> <p>(a) Name of the Company: Dredging Corporation of India Ltd.,</p> <p>(b) Name of the Bank : Syndicate Bank</p> <p>(c) Branch Name : DCI Ltd. Branch, Port Area, Visakhapatnam-530001</p> <p>(d) IFSC code : SYNB0003583</p> <p>(e) Swift code : SYNBINBB032</p> <p>(f) Account type: : Current account</p> <p>(g) Account No. : 35833070000014</p> <p>(h) GST No. : 37AAACD6021B1ZB</p>
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Pre-Qualification Criteria:

1. Average Annual financial turn over during the last 3 years ending 31st March 2020 should be at least Rs.23.94 Lakhs.
2. Experience of having successfully completed similar works during the last seven years, ending 31.03.2020 should be any of the following:
 - Three similar completed works costing not less than the amount of Rs.31.92 Lakhs.
 - OR
 - Two similar completed works costing not less than the amount of Rs.39.90 Lakhs.
 - OR
 - One similar completed work costing not less than the amount of Rs.63.84 Lakhs.
3. Similar work means the work with similar nature of work mentioned in 'Scope of work'.

Interested eligible Tenderers may download the Tender documents from our websites <https://eprocure.gov.in> and <http://www.dredge-india.com/tenders.html>. The payment towards cost of tender documents and EMD shall be made through NEFT/RTGS in favour of M/s Dredging Corporation of India Ltd, Visakhapatnam. The downloading of tender document shall be strictly as per the provisions provided in 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.

Tenderers shall send mail to treasury@dcil.co.in for obtaining confirmation for the receipt of tender documents fees and EMD by furnishing details of firm/party, bank and UTR Number etc. DCI will acknowledge the receipt of the above for due verification. The receipt to be enclosed along with the Technical Bid (Cover-A). Tenderers may contact the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc from 1000 Hrs to 1700 Hrs on all working days.

PROJECT MANAGER,
DREDGING CORPORATION OF INDIA LTD
Quarter No.B-63/1, Sector -II,
JNPT Township,
Navi Mumbai,- 400707
Tel. No : 022-22022437
Email: pomumbai@dcil.co.in

Dredging Corporation of India Ltd. reserves the right to:

1. Accept or reject any or all Tenders without assigning any reason whatsoever.
2. Cancel the tender enquiry at any stage without assigning any reason.
3. Accept the tender in whole or part.
4. Reject the tender received with counter conditions.

PROJECT MANAGER

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INSTRUCTIONS TO BIDDERS
(ITB)

A.Introduction

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to all parties who satisfy the conditions stipulated in the bid document.
- 1.2 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 1.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI's Clients in accordance tender.

2. Cost of Bidding

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

B.The Bidding Documents

3. Content of Bidding Documents

- 3.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:
 - a) Instructions to Bidders (ITB)
 - b) Special Conditions of Contract (SCC)
 - c) Technical Specifications
 - d) Sample Forms containing the following:
 - Bid Form
 - Price Schedules
 - Proforma for relatives
 - Proforma For Bank Guarantee for Earnest Money Deposit
 - Performance Security Form
 - Pre Qualification Requirements.
 - Check List for Techno Commercial Bid
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required 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 documents may notify the DCI in writing or by Email at the DCI's address indicated in the Invitation for Bid. The DCI will respond in writing to any request for clarification of the bidding documents, which it receives no later than seven (7) days prior to the deadline for the submission of bids prescribed in ITB. The clarifications requested by the tenderers will be suitably hosted in DCI website two days before last date of submission of tender. No press notification for any amendment will be issued. Accordingly, Bidder should regularly visit DCI **website: www.dredge-india.com** to keep themselves updated.

5. **Amendment of Bidding Documents**

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

C.Preparation of Bids

6. **Language of Bid**

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

7. **Documents Comprising the Bid**

7.1 The Bids shall be in Two Cover System consisting of

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

7.2 The "Techno Commercial Bid" (Cover A) prepared by the Bidder shall comprise the following components:

7.2.1 A Bid Form **except** the Price Schedule completed in accordance with ITB Clause 8

7.2.2 A detailed list of boats/launches available with the tenderer and which are proposed for deployment for the work under consideration including their specification.

7.2.3 Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet and profit and loss account duly audited by Chartered accountant for the last three years ending 31st March'2020.

7.2.4 Earnest money deposit through NEFT/RTGS furnished in accordance with ITB Clause 12.

7.2.5 Registration with Provident Fund Authorities

7.2.6 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.

7.2.7 Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.

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- 7.2.8 Copies of original certificates of registration seaworthiness etc., of the boat/ Launch which is proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the said boat/ Launch , equipment, Crew and Third Party if any, plying permission from JNPT etc..
- 7.2.9 Copy of clear title of the ownership of the offered boat / Launch, If the tenderer is not the owner of the offered Boat/Launch, necessary documents in support of the authorization or lease granted by the owner of the said Boat/ Launch to the tenderer to offer and operate the mechanized wooden hull Boat/ Launch by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.
- 7.2.10 Proof of regulatory Compliance for operating in waters of JNPT Port or any other Rules and Regulations in force.
- 7.2.11 PAN Number issued by Income Tax Authorities and Bank account details.
- 7.2.12 GST Registration Number
- 7.2.13 The tenderer will have to give a certificate that he is not related to any Officer of DCI or any Officer of the rank of Asst. Secretary or above in the Ministry of Surface Transport, Government of India. The Contractor should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd. **(Annexure-I)**.
- 7.2.14 The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid. **(Annexure-II)**
- 7.2.15 The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid. **(Annexure-II)**
- 7.2.16 Details of Bank Account for Electronic Transfer of payments **(Annexure-III)**
- 7.2.17 The tenderer shall furnish information regarding any current litigation in which the tenderer is involved as per format given at **(Annexure – IV)**
- 7.2.18 Vendor Registration Form as indicated at sample form No.8
- 7.2.19 Check list for Techno-Commercial Bid
- 7.2.20 Downloaded/ Tender Document duly signed on all the pages by tenderer. DCI reserves its right to seek any other details documents to ascertain the competence of the tenderer. Suitability of the boat/ Launch as per tender conditions will be decided by Committee appointed to inspect the boat/ Launch offered. As per Committee report, if Boat/ Launch is not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.
- 7.2.21 The tenderer should indemnify DCI against all damages and accident occurring to their labour.

8. Bid Form

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

9. Bid Prices

9.1 The Bidder shall indicate in the Price Schedule the unit prices (where applicable) it proposes to provide under the contract and include it **in the cover containing the “Price Bid” – (Cover B) and properly sealed.**

9.2 The bidder shall quote his prices only in Price Schedule furnished in the bidding document and enclose it in the Price Bid. The bidder should not indicate the price anywhere directly or indirectly in the “Techno Commercial Bid”. Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid should not contain any conditions. **Conditional tenders are liable for summary rejections at any stage.**

10. Bid Currencies

Price shall be quoted in Indian Rupee only.

11. Documents Establishing Bidder’s Eligibility and Qualifications

Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder’s eligibility to bid and its qualifications as per NIT to perform the contract if its bid is accepted.

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

12.1 Pursuant to ITB Clause 7.2.4, the Bidder shall furnish, the Earnest Money Deposit for an amount of Rs. 79,800/- (Rupees seventy Nine Thousand Eight Hundred only) **through RTGS/ NEFT** in favour of Dredging Corporation of India Limited, payable at Visakhapatnam from any Scheduled or Nationalized Indian Bank. The Receipt should be attached with the tender and placed in “Cover-A”. The Earnest Money Deposit shall not carry any interest.

12.2 The Earnest money is required to protect the DCI against the risk of Bidder’s conduct, which would warrant the earnest money forfeiture, pursuant to ITB Clause 12.6.

12.3 The earnest money deposit shall be valid for Ninety (90) days beyond the validity of the bid.

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

12.5 Unsuccessful bidders’ earnest money deposit will be discharged or returned as promptly as possible, but not later than Thirty (30) days after the finalisation of the bid without interest.

12.6 The earnest money deposit may be forfeited:

(a) If a Bidder:

(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or

(ii) does not accept the correction of errors pursuant to ITB Clause 21.2; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to execute the contract agreement in accordance with ITB Clause 29; or

(ii) to furnish performance security in accordance with ITB Clause 30.

13. **Period of Validity of Bids**

- 13.1 The Tenderer should keep open the validity of the Bid for 90 days from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by email / Fax by DCI is made before the expiry of the initial validity period of 90 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 13.2 In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 12 shall also be suitably extended.
- 13.3 The Tenderer shall carefully examine the Conditions of Contract, Scope of Work, Instructions to Tenderer, the Specifications etc. He shall visit and inspect the site on his own responsibility and cost and thoroughly acquaint himself with all local conditions, concerning materials, labour, and approach to site, working and environment conditions for the purpose of making the Tender. All costs, charges and expenses that may be incurred by the Tenderer in connection with such visit and inspection and for the submission of Tender shall be borne by him and the corporation accepts no liability what so ever therefore.

14. **Format and Signing of Bid**

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

D.Submission of Bids

15. **Sealing and Marking of Bids**

- 15.1 The Techno- Commercial Bid along with all enclosures to be put in a sealed cover super scribed with the words – Cover-A “Techno-Commercial Bid” for the work “Supply, manning and running of 01(one) Wooden / Steel hull mechanised/Motor launch / Boat of not less than 100 HP for dredger(s) routine services and other project works at Jawaharlal Nehru port trust (JNPT), Mumbai” for one year and extendable for 2nd year” shall be submitted on or before 1500 hrs on 24.08.2020.
- 15.2 The Price Bid (Cover B) containing only tendered rates is required to be put in another sealed cover superscribed with the words – Cover-B “Price Bid” for the work “Supply, manning and running of 01(one) Wooden / Steel hull mechanised/Motor launch / Boat of not less than 100 HP for dredger(s) routine services and other project works at Jawaharlal Nehru port trust (JNPT), Mumbai” for one year and extendable for 2nd year” shall be submitted on or before 1500 hrs on 24.08.2020.
- 15.3 Tenderer should ensure that his tendered rates as per Cover-B are not mentioned in any other document directly or indirectly. **The duly sealed covers A & B are to be put again in an another separate main sealed cover super scribed with the words** “Supply, manning and running of 01(one) Wooden / Steel hull mechanised/Motor launch / Boat of not less than 100 HP for dredger(s) routine services and other project works at Jawaharlal Nehru port trust (JNPT), Mumbai” for one year and extendable for 2nd year” to be submitted

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to the Project In- Charge, Dredging Corporation of India Limited, JNPT, Mumbai
- on or before 1500 Hrs 24.08.2020.

15.4 If the outer cover is not sealed and marked as required by ITB Clause 15.3, the DCI will assume no responsibility for the bid's misplacement or premature opening.

16. **Deadline for Submission of Bids**

16.1 Bids must be received by the DCI at the address specified under Invitation of Bids (ITB) Cl.no.15.3, not later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for the DCI, the bids will be received up to the specified time on the next working day.

16.2 The 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 the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. **Late Bids:**

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

18. **Modification of Bids**

The Bidder cannot modify or withdraw its bid after the bid's submission. In case if DCI observes any modification of the bid during evaluation, the party's bid will be cancelled.

E. Opening and Evaluation of Bids

19. **Opening of Bids by DCI**

19.1 The DCI will open all the outer covers containing both sealed Covers A and B of the bids and the Cover A Techno-Commercial Bids only in the presence of bidders' authorized representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.

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

19.3 The bidders' names, bid modifications or withdrawals and the presence or absence of requisite earnest money deposit and such other details as the DCI, at its discretion, may consider appropriate, will be announced at the opening of the "Techno-Commercial Bid". No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 17.

20. **Clarification of Bids**

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

21. Preliminary Examination

- 21.1 The DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, in line with the pre-qualification criteria given in NIT.
- 21.2 The DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.3 Prior to the detailed evaluation, pursuant to ITB Clause 22, the DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 12), Applicable Law (ITB Clause 48), and Taxes and Duties (ITB Clause 50), Performance Security (ITB Clause 29 and SCC 2), Force Majeure (ITB Clause 42) will be deemed to be a material deviation. The DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.
- 21.4 If a bid is not substantially responsive, it will be rejected by the DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22. Evaluation and Comparison of Bids

- 22.1 The Cover B containing the Price Bids will be opened of only those tenderers who have been qualified in the Techno-Commercial Bid at a later date. The date and time of opening of Cover B – Price Bid shall be notified to all the technically qualified bidders and will be opened in the presence of such authorized persons or representatives who wish to be present.
- 22.2 Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. The decision of the Project Manager, RO/PO Mumbai, DCI, will be final.
- 22.3 The boat/ Launch to be supplied for DCI services should not be less 100 HP and shall have minimum speed of 6 Knots and should be shallow draft vessel to ply in shallow waters and should be in good working condition and seating arrangement for at least 10 person and ceiling properly covered with canopy protecting from Sun and Rain or permanent cabin for Men& one to two tonnes weight of material. Adequate radio / VHF Communication and A.I.S System, Cell Phone Communication all statutory requirement such as life saving Appliances, Fire Fighting Appliances etc. as per relevant rules. Port authority permissions for men, material and equipment for the Motor Launch/ boat shall be obtained from MbPt & JNPT Port by party at the party's cost. DCI will give only necessary administrative assistance for getting the permissions. The offered launch/ boat shall be capable of plying in the Port of Jawaharlal Nehru Port waters in all the seasons and weather conditions throughout the contract period. The tenderer shall arrange inspection and trail run of the offered launch/ Boat along with relevant documents by the inspection committee or the Nominated

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representative(s) of DCI Ltd at his cost and all the other related expenses are to be borne by the contractor. The tenderer having only such technically qualified / approved Launches/ Boats shall be considered for opening price bid. The decision of the Project Manager, RO/PO DCI, Mumbai about the suitability of the Launch/ Boat will be final.

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

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

F.Award of Contract

24. Post –qualification:

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

25. Award Criteria;

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

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

Two years (The boat/ Launch will be engaged Seven Months (Approx) in each year). Contractor has to execute the work as per rates quoted and agreed in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document. DCI reserves right regarding giving extension, deciding period of extension / curtailment of contract at any stage and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.

In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving one week notice. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 7 days notice by the DCI, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.

27. Right to Accept Any Bid and to Reject Any or All Bids:

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

28. Notification of Award:

- 28.1 Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing by registered letter or telex / fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.

29. Performance Security:

- 29.1 Within Ten (10) days after receipt of the work order of award of the Contract, the Bidder shall furnish Performance Security to the DCI in the amount specified in the Special Conditions of Contract.
- 29.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 29.3 A sum equal to 5% of the of the contract as indicated in work order shall be deposited by the contractor by way of NEFT/ RTGS / Bank Guarantee in favour of Dredging Corporation of India Ltd, Visakhapatnam as Performance Security as per Performa at Annexure enclosed. Bank Guarantee shall be valid till completion of work or till extended period, if any.
- 29.4 In case the contract is further extended for one year or less, sum equal to 5% of the contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from DCI.
- 29.5 **Security Deposit** : Alternatively at Contractors option, EMD can be converted as part of the Performance Security Deposit and balance amount shall be deducted at the rate of 5% from every running bill till total Performance Security Deposit amount to 5% of the agreed contract value.
- 29.6 Performance Security Deposit will not carry any interest. The same will be returned after completion of entire period of contract including extended period if any duly certified by Project Manager, Mumbai. If Bank Guarantee is submitted against Performance Security, it should be valid till completion of entire contract period including extended period if any.
- 29.7 The performance security will be discharged by the DCI and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract upon submission of no dues no claim certificate from the contractor.

30. Insurance:

- 30.1 The contractor shall without limiting his or the DCI's obligations and responsibilities insure in the joint names of the contractor and the DCI:
- 30.2 The contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.
- 30.3 Against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance).
- 30.4 Against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen).
- 30.5 The boat/ Launch shall have required number of life jackets, safety devices, fenders, anchors etc. The boat/ Launch along with crew and passengers up to 15 Nos. shall be insured for any mishaps.

- 30.6 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected. The insurance policies should be valid entire period of contract.
- 30.7 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.
- 30.8 In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.

31. Payment:

- 31.1 The Contractor's request(s) for payment shall be made to the Project In-Charge, DCIL JNPT, Mumbai in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfilment of other obligations stipulated in the Contract.
- 31.2 The Bill for Services rendered/payment will be made on a monthly basis, by Project Manager, DCIL, JNPT, Mumbai, by E-payment. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor. The work done certificate/ logbook for the Re-tension charges and Working hours for each day should be certified as per the work order by the Master of the DCI Vessel/Project Manager/ official nominated by Project Manager. The payment will be made only for services provided as per Price Bid/ Negotiated Rates. Payment shall be made promptly by DCIL within 30 days of submission of an invoice/claim by the Supplier complete in all respects.
- 31.3 The logbook is to be maintained by the contractor for the payment of services provided to be certified by DCI representative on daily basis and must be submitted along with the monthly invoice invariably.
- 31.4 Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill.

32. Prices:

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

33. Change Orders:

The DCI may at any time by a written order give to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor with the same rate, terms and conditions. No additional payment will be allowed to the contractor.

34. Contract Amendments:

No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

35. Assignment:

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

36. Subcontracts :

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

37. Commencement of work:

The successful tenderer shall mobilize the boat/ Launch to place of work and keep ready for the work within 5 days from the date of issue of Work Order. However, due to any circumstances the boat/ Launch for which specifications are submitted along with the Tender are not supplied, suitable alternative boat/ Launch of higher / same specifications/ capacity shall be supplied at no additional cost. No mobilization and de-mobilisation shall be paid for supply of additional/alternative boat / Launch.

38. Liquidated Damages :

The Contractor shall be informed about the time of supply of the boat 5 days in advance, and Contractor shall keep the boat/ Launch ready as required. In case the contractor provides a boat/ Launch taken on hire or lease, if there is any discontinuation of the boat/ Launch by the reason of any dispute with the owner, the contractor shall make suitable alternative arrangements so as not to result any disruption of work and the contractor shall be liable for all cost and expenses incurred in this regard. However, payment of hire charges will be eligible only from the produce the alterative boat/ Launch at JNPT. In case of delay for mobilization of the boat/ Launch more than 5 days after issuing work order or instructions given by Project Office or Head office, LD will be applicable at 1% per week and maximum 10% of the contact value will be charged. Incase further delay, DCI may consider termination of the contract and forfeit EMD and Performance guarantee collected.

39. Termination for Default:

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

39.1.1 If the Contractor fails to provide the service within 7 days, or within any extension thereof granted by the DCI pursuant to tender clause; or

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

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

For the purpose of this clause:

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

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

40. Risk and cost of the contractor:

- 40.1 In the event of breach of contract by the contractor and/or the contract is cancelled due to default on the part of the contractor and/or the balance of work is awarded to another agency to be carried out at the risk and cost of the contractor committing the breach of contract or default, the Corporation is entailed to withhold any sum due and payable to the contractor towards the sum due as a result of said breach or default.
- 40.2 In case of major break down of the boat/ launch, the contractor shall arrange substitute boat/ launch without causing extra charges to DCI and the specification of such boat/ launch shall be similar capacity. In case of failure to arrange substitute boat/ launch or due to poor performance / frequent break downs, the corporation will resume their right to terminate the contract and take suitable remedial measures at the risk and cost of the contractor.

41. Temporary suspension:

In the event of temporary suspension due to discontinue of the project work/ Break down of dredger more than 15 days , the contract shall be suspended temporarily by giving three days notice to the contractor and 3 days notice for commencement of the work. No payment will be made to the Boat/ Launch during the above period. (Temporary suspension period)

42. Force Majeure:

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

43. Termination for Insolvency:

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

44. Termination for Convenience:

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

Contractor

45. Settlement of Disputes:

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

46. Limitation of Liability:

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

47. 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.

48. Applicable Law:

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

49. 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 Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations / Rules / Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the DCI is called upon by any

Contractor

authority to pay or reimburse or require to pay or reimburse any amount, the DCI shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the DCI is required or called upon to pay or reimburse on behalf of the contractor.

50. Taxes and Duties:

All statutory levies, Port dues / charges, licenses etc. for stationing and for plying the Boat/ Launch at Jawaharlal Nehru Port water shall be borne by the Contractor and the rates are deemed to have included for all the expenses, wages, all Taxes, all local levies etc. applicable and would be applicable during the contract period including extendable period. However, If any new taxes and / or increase / decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract. The rate quoted shall be inclusive of all Taxes but exclusive of GST. GST will be reimbursed to the contractor subject to production of proof of Tax paid to the Authority.

51. 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.

52. Notices:

- 52.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or Fax / Email and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 52.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

53. Submission of Short fall information:

During the evaluation of the technical bid, the tender committee found any short fall, same shall be submitted by the bidder with documentary proof with in a specific time given. Failing their bid will not be considered further

SPECIAL CONDITIONS OF CONTRACT

The following special conditions of contract shall supplement to the Instructions to the bidders wherever there is a conflict, the provisions herein shall prevail over those in the In the Instructions to Bidders. The correspondence clause number of the Instructions to bidder is indicated parentheses.

1.SCOPE OF WORK:

- 1.1 DCI intends to carry out Maintenance dredging work at JNPT, Mumbai for the year 2020-21 likely to commence of September/October 2020. The Period of dredging work is Seven Months (Approx) for the year 2020-21 and another Seven Months (Approx) for the year 2021-22.
- 1.2 In order to carry out smooth and uninterrupted dredging operations, services of one No. wooden/ Steel hull mechanised launch/ Boat of not less than 100 HP is very much essential for making routine trips for transportation of men and material from shore to dredger(s) and vice versa and making work shop assistance etc.
- 1.3 The hired motor launch shall also be used for diving and other project connected works. Informatively, the Motor launch / Boat will be engaged Seven Months (Approx) in a year.
- 1.4 Location where the Routine boat/ Launch to ply/ run : From Landing jetty, JNPT to MbPT & JNPT Port waters ie at A-B, B-C, C-D, D-E, E-F and other areas like Lagoon area, JNPT New anchorage near Uran Patch beacon, BMCT area, Berth Pockets, and other assigned dredging areas.
- 1.5 Port Authority permissions for men, material and equipment for the launch/ Boat shall be obtained from MbPT & JNPT Port by party at the party's cost. DCI will give only necessary administrative assistance for obtaining the permission.
- 1.6 The Boat/ Launch must have Adequate radio / VHF Communication and A.I.S System, Cell Phone Communication in working condition for communication with Dredger(s)/ Project Office. The hired launch/ Boat shall have wooden hull or steel hull.
- 1.7 The Boat/ Launch must have all necessary lifesaving equipment such as Life Buoys and Life jackets, Functional Navigational Lights and Sound Signals as per applicable governing rules , laws etc.
- 1.8 The hired boat/ Launch Draft should not be more than 2.00 Mtrs and should have minimum seating capacity of 10 persons. The Minimum speed should be 6 Knots.The launch should also have anchor facility.
- 1.9 The Daily Charter rate/ Retention Charges and working charges per hour offered by the party shall be inclusive of manning, maintenance, material, lube oil, fuel charges, mobilisation and demobilisation charges, watch keeping, repair cost, spares cost, agency charges, taxes excluding GST., all complete.
- 1.10 Seaworthiness certificate / Certificate of survey from Govt. Authorities of the boat/ Launch at all times.
- 1.11 Guard-rail/stanchions for the offered Launch/ Boat properly rigged.
- 1.12 The crew provided for manning the boat/ Launch should be qualified, experienced and competent to operate the boat/ Launch.
- 1.13 All material and services are to be supplied by the contractor.
- 1.14 The boat/ Launch may also be used for carrying out Diving Works and other connected works as per the discretion of Project Manager/ official nominated by Project Manager.
- 1.15 All the required statutory certificates pertain to boat/ Launch must remain valid throughout the entire period of contract, including extension period, if any.

Contractor

- 1.16 The men and material required to be carried in the boat/ Launch will be such as Ship's crew baggages, laundry clothes, Dredger stores and spares, Ship's garbage, DCI personnel and workshop personnel with workshop material etc., to a maximum weight of 1 to 2 tonnes.
- 1.17 The Boat/ Launch should be capable to ply in JawaharLal Nehru Port waters in all weather conditions of all the seasons in a year. The best suitable Wooden Hull or steel hull Boat/ Launch for the above purpose shall be selected and deployed.
- 1.18 The Boat/ Launch shall be used on Daily charter basis (Round the clock). Hence, the boat/ Launch along with crew shall be available round the clock at Landing Jetty at JNPT, Mumbai where the routine services will commence.
- 1.19 The hired motor launch/ Boat shall be operated from Landing jetty at Jawaharlal Nehru Port , Mumbai to assigned dredging area as per the instructions of Project In- Charge or his authorised representative.

2. Performance Security:

- 2.1 Within ten (10) days after the Contractor's receipt of notification of award of the Contract, the Contractor shall furnish Performance Security to the DCI in the amount specified in the Special Conditions of Contract.
- 2.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 2.3 A sum equal to 5% of the contract value as indicated in the work order shall be deposited by the contractor as Performance Security Deposit with DCI as per Performa at Annexure enclosed. Alternatively, at contractor's option, EMD can be converted as part of the Performance Security Deposit and balance amount will be recovered at 5% from every running bill till Performance Security Deposit amount becomes 5% of contract amount. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager.
- 2.4 The performance security will be discharged by the DCI and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

3. Price Variation Clause

All the running expenses of the contractor's Boat/Launch, crew wages , HSD Oil and lubricants, repairs, servicing, maintenance etc. shall be entirely to the Tenderer's account. No change in the rates and no escalation is payable by the reasons of increase in wages, POL rates etc during the contract/extended contract period.

4. Liquidated Damages

Applicable rate: 1% per week.
Maximum deduction: 10%

5. Settlement of Disputes

The rules of procedure for arbitration proceedings pursuant to ITB clause 45 shall be as follows:

- i) The decision of the Project Manager, Mumbai, shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or

Contractor

relating to the specifications, designs and drawings and instructions concerning the works or the execution or failure to execute the same arising during the course of work and in the maintenance period. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the CGM.

- ii) Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above (i) or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof. This Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The sole Arbitrator is prohibited from awarding any interest in the award either for the pre reference period or pendentile. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

6. Compliance with Statutory Requirements

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

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

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

of labour component value from the bill and remit the amount to DCIL ECPF Fund. The above is subject vary as per instructions of GOI from time to time.

7. Notices

EMPLOYERSs address for notice purposes:

CHIEF PROJECT MANAGER
DREDGING CORPORATION OF INDIA LTD
Quarter No.B-63/1, Sector -II,
JNPT Township,
Navi Mumbai,- 400707
Tel. No : 022-22022437, Email: pomumbai@dcil.co.in

8. Sunken Equipment:

If any equipment (floating or otherwise) belonging to the Contractor or Sub-contractor or any material or things therein or thereafter sink from any cause whatsoever, it shall immediately be reported by the Contractor to the Competent Authority and Contractor shall forthwith at his own cost raise and

Contractor

remove any such equipment, material or things or otherwise deal with the same as port/ DCI may direct.

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

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

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

XXXXXXXXXX

TECHNICAL SPECIFICATIONS

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

SAMPLE FORMS

SAMPLE FORMS

Notes on the Sample Forms

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

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

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

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

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

The Details of the Mechanized Wooden Hull Boat/ Launch Proposed for Hire duly filled in should be submitted along with the Techno-Commercial Bid.

Bid Form

Date: _____

To:

M/s. Dredging Corporation of India Limited,

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

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

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

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

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

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

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

Dated this _____ day of _____ 2020_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Contractor

PRICE SCHEDULE

PREAMBLE TO PRICE BID

1. The item given in the Bill of Quantities are for “SUPPLY MANNING AND RUNNING OF 01(ONE) WOODEN / STEEL HULL MECHANISED/MOTOR LAUNCH / BOAT OF NOT LESS THAN 100 HP FOR DREDGER(S) ROUTINE SERVICES AND OTHER PROJECT WORKS AT JAWAHARLAL NEHRU PORT TRUST (JNPT), MUMBAI” FOR ONE YEAR AND EXTENDABLE FOR 2ND YEAR”.
2. The payment would be made for the item of Bill of Quantities as detailed in Payment Clause.
3. No other charges, other than those specified in the tender conditions shall be payable.

PRICE BID**BILL OF QUANTITIES (BOQ)**

NAME OF WORK: Supply, manning and running of One No Wooden hull mechanized / Motor launch/ Boat of not less than 100 HP for dredger routine services and other project works at Jawaharlal Nehru Port, Mumbai.

Sl.No	Description of Item	Unit	Approx. Qty	Rate / Unit	Total (Approx. Qty X Rate/ Unit)
1	The Daily Hire/ Retention charges for “Supply, manning and running of 01 (One) wooden/steel hull Motor Launch/ Boat of not less than 100 HP for making routine trips from landing Jetty (JNPT) to MbPT & JNPT Port waters i.e. Section: A-B,B-C,C-D,D-E,E-F and other areas like Lagoon area, JNPT New Anchorage near Uran patch beacon, BMCT area, Berth Pockets and other assigned dredging areas vice versa and also for transportation of Men& Material, from shore to dredger(s) and vice versa and also making works of assistance, diving and other project related works at JNPT, Mumbai. In case of breakdown of the Launch/Boat, the daily hire/ retention charges shall be paid on pro-rata basis.	Per day of 24 hours or pro-rata thereof.	210 days (7 Months) For an initial period of one year)		
2	Working Charge per hour for operating the Launch/ Boat “Supply, manning and running of 01 (One) wooden/steel hull Motor Launch/ Boat of not less than 100 HP for making routine trips from landing Jetty (JNPT) to MbPT & JNPT Port waters i.e. Section: A-B,B-C,C-D,D-E,E-F and other areas like Lagoon area, JNPT New Anchorage near Uran patch beacon, BMCT area, Berth Pockets and other assigned dredging areas vice versa and also for transportation of Men& Material, from shore to dredger(s) and vice versa and also making works of assistance, diving and other project related works at JNPT, Mumbai.	Per hour (working hours)	1260 Hrs (7 Months) For an initial period of one year)		
	Total				

Note:

- (i) The quantity indicated above may vary as per the operational requirement. However, the payment will be made for actual work done.
- (ii) The above Item No. 1& 2 in BOQ, the rate offered by the party shall be inclusive of, manning, maintenance , material, Lube oil, fuel charges, mobilization and demobilization charges, watch keeping, repair cost, spares cost, agency charges, taxes but excluding GST., all complete, for the entire period of contract including extension period, if any
- (iii) **Example :** if the Launch runs 12 Hours in a day, the Boat hire charges will be paid = Daily Retention charges + 12 Hours working charges).In case if the Launch not utilized particular day, the payment will be made only for Retention charges per day. In case of breakdown of the Launch/ Boat, the daily hire/ retention charges shall be paid on pro-rata basis.
- (iv) The above rates are applicable for one year and extendable for one year (2nd year).

Contractor

PROFORMA

Date:

To
Project Manager ,
M/s Dredging Corporation of India Ltd.,
JNPT, Mumbai

Sir,
Sub: Tender for **'Supply manning and running of 01(one) wooden / steel hull mechanised/motor launch / boat of not less than 100 HP for dredger(s) routine services and other project works at Jawaharlal Nehru Port Trust (JNPT), Mumbai'** for one year and extendable for 2nd year- reg

A. With reference to your Tender No. DCI/OPS/JNPT/R-BOAT/2020 Date.25-07-2020 and as per Cl. No.7.2.13 under 'Instructions to bidders ', we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'or'

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

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

Thanking you,

Yours faithfully,

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

Contractor

PROFORMA

Date:

To
Project Manager ,
M/s Dredging Corporation of India Ltd.,
JNPT, Mumbai

Sir,

Sub: Tender for **Supply manning and running of 01(one) wooden / steel hull mechanised/motor launch / boat of not less than 100 HP for dredger(s) routine services and other project works at Jawaharlal Nehru Port Trust (JNPT), Mumbai” for one year and extendable for 2nd year- reg**

1. With reference to your Tender No. DCI/OPS/JNPT/R-BOAT/2020 Dated.25-07-2020 and as per Cl. No.7.2.14 under 'Instructions to bidders, we hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid. And,

2. As per Cl. No.7.2.15 under 'Instructions to bidders, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Contractor

PROFORMA

Date:

To
Project Manager ,
M/s Dredging Corporation of India Ltd.,
JNPT, Mumbai

Sir,
Sub: Tender for **Supply manning and running of 01(one) wooden / steel hull mechanised/motor launch / boat of not less than 100 HP for dredger(s) routine services and other project works at Jawaharlal Nehru Port Trust (JNPT), Mumbai” for one year and extendable for 2nd year- reg**

With reference to your Tender No. DCI/OPS/JNPT/R-BOAT/2020 dated 25-07-2020 and as per Cl. No.7.2.16 under Instructions to bidders, we hereby furnished our Bank Account details for payment through E-transfer as follows:

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

Thanking you,

Yours faithfully,

Contractor

PROFORMA

Date:

To
Project Manager ,
M/s Dredging Corporation of India Ltd.,
JNPT, Mumbai

Sir,

Sub: Tender for **Supply manning and running of 01(one) wooden / steel hull mechanised/motor launch / boat of not less than 100 HP for dredger(s) routine services and other project works at Jawaharlal Nehru Port Trust (JNPT), Mumbai” for one year and extendable for 2nd year- reg**

3. With reference to your Tender No. DCI/OPS/JNPT/R-BOAT/2020 dated 25-07-2020 and as per Cl. No.7.2.17 under 'Instructions to bidders, we hereby certified that, we do not have any current litigation with any party/ firms.

'or'

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

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

Thanking you,

Yours faithfully,

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

Contractor

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date.....

To
Project Manager ,
M/s Dredging Corporation of India Ltd.,
JNPT, Mumbai

WHERE AS _____ (hereinafter) called “the Tenderer” has submitted its tender datedfor the execution of (name of work).....(hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam – 530 013 hereinafter called the “CORPORATION”.

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

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

THE CONDITIONS of this obligation are:

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

Contractor

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)

FORM OF CONTRACT AGREEMENT

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

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

WHEREAS the “Employer” is desirous of _____

_____ and the Contractor has offered to

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

Contractor

- Price Bid
 - Correspondence exchanged before the award of work
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs. _____ (Rupees _____) at the times and in the manner prescribed by the Contract.

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

Signed and sealed by:

CONTRACTOR

Signature :

Signature:

Name :

Name :

Designation :

Designation

Seal :

Seal :

In the presence of

Witness

a) Signature

Signature

Name & Address:

Name & Address:

Contractor

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

Bank Guarantee No.

Date

To
Dredging Corporation of India Limited

.....
.....

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the “DCI”) having agreed to exempt M/s having its Registered Office at(herein after called the said “Contractor” from the demand under the terms and conditions of an Agreement / Contract / Work Order datedmade between DCI and Contractor for(herein after called the said “Agreement”), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for

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

2. We,
(indicate the name of Bank)

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

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

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

4. We further
(indicate name of the Bank)

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

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

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

Contractor

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

7. We, lastly undertake not to
(indicate name of the Bank)

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

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

Dated theday of2020.

Contractor

Qualification Requirements

(Referred to in Clause 11.2 of ITB)

A) Financial Qualification:

The bidder should furnish

- i) Audited balance sheet for the last three years as required under Clause 7.2.3 of ITB.

B) Technical Qualification:

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

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

Details of the Mechanised Wooden / Steel Hull Boat/ Launch Proposed for Hire

1. Name of the Vessel :
2. Builder's name and Address :
3. Year of built wooden hull/ steel hull :
4. Main dimensions :
 - Length :
 - Breadth :
 - Depth :
 - Draft :
5. Model & year of manufacture of Engine. :
6. Make of Engine :
7. Horse Power of Engine :
8. Speed of Boat :
 - As per certificate :
 - As per tender :
 - As per Physical verification :
9. Particulars of registry of Wooden Hull Boat/ Launch and year of registry. :
10. Single screw or twin screw :
- 11.(a) Carrying capacity of persons :
- (b) Carrying capacity of equipment and material :
12. Registration Certificate & Survey certificate :
13. Communication system held in operational condition on board. :
14. LSA (Life Saving Appliances) FFA (Fire Fighting Appliances)
15. Place where the Wooden Hull Boat/ Launch is presently available.

NOTE: If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the Wooden/ Steel Hull Boat should be submitted on stamp paper duly Notarized along with Tender.

Contractor

CHECK LIST FOR TECHNO- COMMERCIAL BID

1. A Bid Form **except** the Price Schedule
2. A list of works tendered for and in hand/being executed as on the date of submission of tender.
3. A detailed list of vessels / equipment available with the tenderer and which are proposed for deployment for the work.
4. Details of the Mechanised Wooden Hull Boat Proposed for Hire.
5. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - Audited balance sheets, Profit and loss statements duly audited by Chartered accountant for the last three years.
 - Certificate from Employers for having successfully completed works of similar nature including value of the work.
6. Earnest money deposit in the form of
 - Demand Draft **or**
 - Bank Guarantee
7. PAN Number
8. GST Number
9. Registration with Provident Fund Authorities
10. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
11. 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.
12. Information regarding any current litigation in which the tenderer is involved.
13. Copies of original certificates of registration etc. of the Wooden/ Steel Hull mechanised Boat / Launch proposed to be offered to DCI including copy of the existing insurance policy covering the Wooden Hull, Boat, crew and third party or 15 Nos passengers.
14. Copies of original license for carrying men and material from local / port authorities to the dredger(s) in the JNPT port waters.
15. Copy of clear title of the ownership of the Wooden / Steel Hull Boat/ Launch. If the tenderer is not the owner of the Wooden/ Steel Hull Boat / Launch, necessary documents in support of the authorisation granted by the owner of the Wooden /

Contractor

Steel Hull Boat/ Launch to the tenderer to offer and operate the mechanised Wooden/Steel Hull Boat by the tenderer. (This authorisation shall be executed on a stamp paper duly notarised).

16. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.

~~XXXXXXXXXXXX~~