



DREDGING CORPORATION OF INDIA LTD
(A Government of India Undertaking)
HEAD OFFICE: VISAKHAPATNAM.

DCI/HO/Ops/SL-I & SL-II/Manning/2018/

Date: 30.07.2018

Name of Work: Tender for Supply, manning and operating of DCI Survey Launch-I & Survey Launch-II for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India.

Tender Issued to M/s.

General Manager (Ops)

Signature of Contractor with seal

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

Sealed Tenders are invited in one cover (i.e.) by M/s. Dredging Corporation Of India Limited (DCI), Head Office, Visakhapatnam from experienced contractors for “providing / supply, manning and operating of DCI Survey Launch-I and Survey Launch-II for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India”.

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|----|--------------------------------------|---|---|
| 1. | Name of Works | : | Tender for Supply, manning and operating of DCI Survey Launch-I & Survey Launch-II for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India. |
| 2. | Period of Contract | : | 2 (Two) years from the date of placing of work order (Extendable for one more Year). |
| 3. | Earnest Money Deposit | : | Rs. 60,000/- (Sixty Thousand Only) (i) Name of the Company: M/s. Dredging Corporation of India Ltd, Visakhapatnam. (ii) Name of the Bank: Syndicate Bank. (iii) Branch Name: DCI Ltd., Branch, Port Area, Visakhapatnam-530001. (iv) Current Account No.: 35833070000014 (v) IFSC Code: SYNB0003583 (vi) Swift Code: SYNBINBB032 (vii) GST No. 37AAACD6021B1ZB |
| 4. | Issue of Tenders through DCI website | : | 30.07.2018 to 12.08.2018 up to 1730 Hrs. |
| 5. | Last date for receipt of Tenders | : | 13.08.2018 up to 1500 Hrs. at the office of General Manager (Ops) , 4th floor, Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam - 530 001. |
| 6. | Opening of Bids | : | 13.08.2018 at 1530 Hrs. in the Office of General Manager (Ops) , 4th floor, Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam - 530 001. |
| 7. | Tender document cost | : | Rs. 1,180/-(One Thousand One Hundred and Eighty Only) (Inclusive of GST) |

Interested eligible parties may download the tender document from the following websites: <https://eprocure.gov.in> and www.dredge-india.com. The payment towards EMD shall be made through NEFT/RTGS in favour of M/s. **Dredging Corporation of India Limited, Visakhapatnam**. The downloading of document shall be carried out strictly as per the provision 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.

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M/s. Dredging Corporation of India Ltd. reserves the right to:

1. Issue Tender Documents only to those considered capable to execute the work.
2. Accept or reject any or all Tenders without assigning any reason whatsoever.
3. Cancel the tender enquiry at any stage without assigning any reason.
4. Reject the tender received with counter conditions.
5. Award the work / Split the work as per requirement of DCI

GENERAL MANAGER (Ops)

PRE-QUALIFICATION CRITERIA:

1. Experience of having successfully completed similar works during last seven years ending December 2017 should be any of the following:
 - Three similar completed works (Providing manning for inland vessels / port crafts / for any Government body/Port Sector/ Semi-Government/Autonomous bodies) each costing not less than the amount of **Rs. 12.01 Lakhs.** (OR)
 - Two similar completed works (Providing manning for inland vessels / port crafts / for any Government body/Port Sector/Semi-Government/Autonomous bodies) each costing not less than the amount of **Rs. 15.02 Lakhs.** (OR)
 - One similar completed work (Providing manning for inland vessels / port crafts / for any Government body/Port Sector/Semi-Government/Autonomous bodies) costing not less than the amount of **Rs. 24.02 Lakhs.**
2. Financial turn over during last 3 years ending 31st March 2018 should be at least **Rs. 9.00 Lakhs.**

Alternatively, 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 working days)

Dy. GENERAL.MANAGER (O/P)
M/s. Dredging Corporation Of India Ltd.
“Dredge House”,
Port Area,
Visakhapatnam-530 001.
Andhra Pradesh (India)
Tele PHONE No. 0891- 2871397
E-mail ID nksiem@dcil.co.in

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INSTRUCTIONS TO BIDDERS

(ITB)

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to all manning Contractors and fleet owners 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 with ITB Clause 30

2. Cost of Bidding

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

3. Content of Bidding Documents

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:

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Technical Specifications
- Sample Forms containing the following:
 - Bid Form.
 - Price Schedule (Schedule of Quantities)
 - Form of Contract Agreement.
 - Form of Bank Guarantee for Performance Security
 - Proforma for Relatives.
 - Proforma for Undertaking.
 - Proforma for litigation.
 - Vendor Form.
 - Details & List of Inland Masters, Engine Drivers, Lascars proposed to be engaged
- Check list for Techno Commercial Bid.

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required as per 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 E-mail at the DCI's address indicated in the Invitation for Bid. The DCI will

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respond in writing to any request for clarification of the bidding documents, which it receives not later than two (2) days prior to the deadline for the submission of bids prescribed in ITB. Written copies of the DCI's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

5. 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.

6. 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 discretion, extend the deadline for the submission of bids.

7. Documents Comprising the Bid

The Bids shall be in Two Cover System consisting of:

7.1 Techno Commercial Bid (Cover A)

7.1.1 Duly filled and signed Bid Form.

7.1.2 Documentary evidence (description of work, list of Inland Masters & Engine Drivers employed, contract amount, time limit for completion, liquidated damages levied) established in accordance with ITB Clause 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

7.1.3 The details of manpower proposed to engaged/deployed along with copies of original certificates of Inland Master/Navigational Watch keeping officers, Engine Drivers issued by MMD proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the crew and third party.

7.1.4 Audited balance sheet for the last three years ending 31st March'2018.

7.1.5 Proof of Earnest Money Deposit through NEFT/RTGS furnished in accordance with ITB Clause 11.

7.1.6 PAN Number issued by Income Tax Authorities.

7.1.7 GST Registration Number.

7.1.8 Bank Details/Cancelled Cheque

7.1.9 Registration with provident fund authorities.

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

7.1.11 Copies of original document defining place of registration and principal place of business of the company or partnership.

7.1.12 Certificate for relatives in accordance with Clause No. 25 of GCC.

7.1.13 Undertaking certificate in accordance with Clause No. 26 of GCC.

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- 7.1.14 Information regarding any current litigation in which the tenderer is involved in accordance with Clause No. 27 of GCC.
- 7.1.15 Vendor Form.
- 7.1.16 Downloaded Tender Document duly signed on all the pages by tenderer.

7.2 **Price Bid (Cover B)**

- 7.2.1 Price Schedule

8. **Bid Prices**

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

9. **Bid Currencies**

Prices shall be quoted in Indian Rupees only.

10. **Documents Establishing Bidder’s Eligibility and Qualifications**

- 10.1 Pursuant to ITB Clause 7.1.2, 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.
- 10.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the DCI’s satisfaction that the Bidder has the financial & technical, capability and competency necessary to perform the contract as per Qualification Requirements.
- 10.3 The bidders should also furnish the details of the manpower proposed to be engaged/ deployed in Form No. 09 of sample forms.

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

- 11.1 Pursuant to ITB Clause 7.1.5, the Bidder shall furnish, the Earnest Money Deposit for an amount of Rs. 60,000/-(Rupees Sixty Thousand Only) through NEFT/RTGS in favour of Dredging Corporation of India Limited, Visakhapatnam. The Earnest Money Deposit shall not carry any interest.
- 11.2 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 11.6.
- 11.3 The Earnest money deposit 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 the DCI as non-responsive, pursuant to ITB Clause 20.
- 11.5 Unsuccessful bidders’ earnest money deposit will be returned as promptly as possible, but not later than thirty (30) days after the finalization of the Bid without interest.

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- 11.6 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 20.2,
 - b) In the case of a successful Bidder, if the Bidder fails:
 - i) To sign the contract in accordance with ITB Clause 28, (or)
 - ii) To furnish performance security in accordance with ITB Clause 29.

12. Period of Validity of Bids

- 12.1 The Tenderer 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 whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 (Thirty) days in case a request in writing or by email/ Fax 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 Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 12.2 In case DCI asks for extension for validity of bid, the earnest money deposit provided under ITB Clause 11 shall also be suitably extended.

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. In case of figures words “Rupees” should be written before and words, “Paise” after decimal figures.
- 13.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

14. Sealing and Marking of Bids

- 14.1 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 operating of DCI Survey Launch-I & Survey Launch-II for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India.” to be submitted on or before 1500 Hrs on 13.08.2018.
- 14.2 The Price Bid containing only tendered amount is required to be put in another sealed cover super scribed with the words – **Cover-B** “Price Bid” for the work “Supply, manning and operating of DCI Survey Launch-I & Survey Launch-II for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India.” to be submitted on or before 1500 Hrs on 13.08.2018.
- 14.3 Tenderer should ensure that his tendered amount as per Cover - B is not mentioned in any other document directly or indirectly. The duly sealed **covers “A” & “B”** are to be put in a separate main sealed cover super scribed with the words “Supply, manning and operating of DCI Survey Launch-I & Survey Launch-II for carrying out Hydrographic surveys in and

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around port waters at Kochi and various ports in India.” to be submitted on or before 1500 Hrs. on 13.08.2018 to the address mentioned below.

General Manager (Ops),
Dredging Corporation of India Limited,
'Dredge House',
Port Area, Visakhapatnam-
530001.

- 14.4 If the outer cover is not sealed and marked as required, DCI will assume no responsibility for the bid's misplacement or premature opening.
- 15. Deadline for Submission of Bids**
- 15.1 Bids must be received by the DCI at the address specified under Invitation of Bids (ITB) 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 appointed time on the next working day.
- 15.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, 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.
- 16. Late Bids**
- Any bid received by the DCI after the deadline for submission of bids will be rejected and returned unopened to the Bidder.
- 17. Modification of Bids**
- The Bidder cannot modify or withdraw its bid after the bid's submission.
- 18. Opening of Bids by DCI**
- 18.1 DCI will open main cover and the Cover "A" Techno-Commercial Bids only in the presence of bidders' representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids i.e. on 13.08.2018. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.
- 18.2 All the Covers "B" containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.
- 18.3 The bidders' names, bid modifications or with drawls and the presence or absence of requisite earnest money deposit and such other details as DCI, at its discretion, may consider appropriate, will be announced at the opening of the "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 16.
- 19. Clarification of Bids**
- 19.1 During technical evaluation of the bids, DCI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

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19.2 As the tender shall be finalized on urgent need basis, the missing information sought is to be submitted to DCI within the stipulated time. If the party has failed to submit the requisite information/documents in time, his bid will not be considered further.

20. Preliminary Examination

20.1 DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

20.2 DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

20.3 Prior to the detailed evaluation, pursuant to ITB Clause 21, DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.

20.4 If a bid is not substantially responsive, it will be rejected by DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

21. Evaluation and Comparison of Bids

21.1 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 authorised persons or representatives who wish to be present.

21.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its EMD may be forfeited.

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

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

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

23. Post Qualification

23.1 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 Techno-Commercial Bid.

23.2 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

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submitted by the Bidder, as well as such other information as DCI deems necessary and appropriate.

24. Award Criteria

Subject to ITB Clause 27, 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 ITB Clause 26.

25. Right to vary period of contract at time of award:

25.1 Initial contract period is for Two years. One month before expiry of the contract, the tenderer shall be informed by written notice to extend the contract for a further period of one year with same rates, terms and conditions. DCI reserves right to extend/curtail the period of contract and decision in this matter will be final, binding on the Contractor and will not subject to the Arbitration. Contractor has to execute the work as per rates quoted in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document.

25.2 In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 7 days notice of termination. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 7 days notice by the DCI project office, 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.

26. 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.

27. Notification of Award

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

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

28. Signing of Contract

At the same time as DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement on Non-Judicial Rs. 100 Stamp Paper at his own expense, within Five (5) days of the receipt of notification of award from the DCI. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 5 (Five) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

29. Performance Security

Within Five (5) days of the receipt of notification of award from the DCI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to furnish Performance Security within 5 (Five) days from the date of work

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order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

30. Corrupt or Fraudulent Practices

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:

- 30.1 “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
- 30.2 “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.

31. General

- 31.1 Bid Documents are not transferable.
- 31.2 Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.
- 31.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 31.4 All Signatures in the Document shall be dated.
- 31.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 31.6 Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- “Corporation” means Dredging Corporation of India Limited (DCI).
- “Chairman and Managing Director (CMD)” means the Chairman and Managing Director of DCI.
- The Contract” means 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.
- “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- “The Services” means all of the services, which the Contractor is required to supply to the DCI under the Contract.
- “Work” means the Work to be executed in accordance with the Contract and includes authorized “Extra Works” and “Excess Works” and “Temporary Works”.
- “Specifications” means the relevant and appropriate Bureau of Indian Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- “Engineer” means the DCI’s official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated.
- “Engineer’s Representative” means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- “Contractor” means the person or persons, firm or company whose tender/offer has been accepted by DCI and includes the Contractor’s Representatives, heirs, successors and assigns, if any permitted by the DCI.
- “Excepted Risks” are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- “GCC” mean the General Conditions of Contract contained in this section.
- “SCC” means the Special Conditions of Contract.
- “Day” means calendar day. “Month” means the English calendar month.
- “Singular/Plural” Word importing the singular only, also includes the plural and vice-verse where the context so requires.
- “The heading / Marginal Notes” in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

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2. Application

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

3. Standards

The services provided under this contract shall conform to the Standards mentioned in “**Technical Specifications**”.

4. The Contract & General Obligations of Contractor**4.1 Applicability of Laws on the Contract**

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

4.1.1 The Indian Contract Act, 1872

4.1.2 The Major Port Trust Act, 1963

4.1.3 The Workmen’s Compensation Act, 1923

4.1.4 The Minimum Wages Act, 1948

4.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.

4.1.6 The Dock Workers’ Act, 1948

4.1.7 Inland Vessels Act 1971

4.1.8 The Indian Arbitration and Conciliation Act (1996)

4.2 Contract Agreement

After receipt of work order and within Five days, 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 as per conditions of tender within 5 (Five) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

4.3 Interpretation of Contract Document – Engineers’ Power

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

4.4 Contractor Cannot Sub-let the Work

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible

4.4.1 For the acts, defaults and neglect of any sub-contractor, his agents, servants, or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and

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4.4.2 For entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "Piece rate" basis shall not be deemed to be subletting under this clause.

4.5 **Contractors' Price**

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing crew including Inland Masters/Navigational Watch Keeping Officers, Engine Drivers, supervisor thereof, transporting to and from the site and in and about the work, including lodging and boarding, watch-keeping etc., payment of duties, excluding GST and other things of every kind required for the completion work.

4.6 **Responsibility of Contractor**

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

4.7 **Contractor to Supervise the Works.**

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

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

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

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

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

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

4.9.2 Payment of all royalties, rent, toll charges, local taxes, other payments or compensation if any for getting all materials and equipment required for the work.

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

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4.9.4 Damage/injury caused to waterway and bridge on account of the movement of Contractor's vehicles and equipment in connection with the work.

4.10 Notice to Contractor

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the address as appearing in the tender 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.

4.11 Works to cause minimum possible hindrance to traffic movement

The survey launch should be operated by the Contractor causing minimum hindrance for any maritime traffic or surface traffic

5. Performance Security

5.1 Successful tenderer shall be required to furnish an amount equivalent to 10% of the value of the contract by way of NEFT/RTGS/ Bank Guarantee in favor of Dredging Corporation of India Limited payable at Visakhapatnam within five days from the date of issue of Work Order. Failure of the successful Bidder to furnish Performance Security within 5 (Five) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

5.2 Alternatively, the contractor may opt for conversion of EMD amount into Performance Security and the balance amount shall be deposited to the corporation as Performance Security within 5 (Five) days from the date of issue of the Work Order.

5.3 Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by In-charge /Project Manager, Kochi. If Bank Guarantee is submitted against Performance Security, it should be valid initially for 60 days or till release of the final work done bill.

6. Insurance

6.1 The contractor shall without limiting his or the DCI's obligations and responsibilities insure in the joint names of the contractor and the DCI.

6.2 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.

6.3 Against liabilities for death or injury to any person or loss or damage to any property arising out of the performance of the contract (Third Party Insurance).

6.4 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)

6.5 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.

6.6 The contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurance at all times.

6.7 The contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurance at all times.

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- 6.8 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the 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.
- 6.9 In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.

7. Payments

- 7.1 The Contractor's request(s) for payment shall be made to the Project Manager, DCIL in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfilment of other obligations stipulated in the Contract.
- 7.2 The Bill for Services rendered will be scrutinised by Project in charge, DCIL and forward the same to DCIL H.O. for realising payment through NEFT/RTGS as per practice in vogue. No cash payment or advance will be payable to the contractor. The work done certificate/ logbook shall be certified by Site-In-Charge or the person nominated by Project in charge, the payment will be made only for services provided as per Price Bid/Negotiated Rates. Payment shall be made within 30 (Thirty) days of submission of an invoice/claim by the Contractor complete in all respects.
- 7.3 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.
- 7.4 Provident Fund and other recoveries of the crew/workers and payment wage slip must be attached to the Bill.

8. Change Orders

- 8.1 The DCI may at any time, by a written order give to the Contractor, make changes within the general scope of the Contract for the services to be provided by the Contractor.
- 8.2 If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the DCI's change order.

9. Contract Amendments

Pursuant to Clause No. 8 of GCC, No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

10. 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.

Signature of Contractor with seal

11. Delay in the Contractor's Performance

- 11.1 The performance of services shall be made by the Contractor in accordance with the time schedule prescribed by the DCI in the Schedule of Requirements.
- 11.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the DCI in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the DCI shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without Liquidated Damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 11.3 Except as provided under GCC Clause 08, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 12, unless an extension of time is agreed upon without the application of liquidated damages.

12. Liquidated Damages

If the Contractor fails to perform the Services within the period(s) specified in the Contract, the DCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as Liquidated Damages, a sum equivalent to 1% per day of the contract price for delay in completion of whole work subject to maximum 10% of the contract price.

13. Penalty

Penalty will be imposed on the Contractor on pro-rata basis for non-compliance of the following:

- 13.1 Not properly maintaining the manning as specified in the tender.
- 13.2 Non-operation of Launch due to shortage of manning/damage caused by the operating staff.
- 13.3 In case of Contractor's services not up to the mark as certified by the In-charge of the Survey Launch.

Note: The Contractor has to maintain the required manning as per the contract and the Launch should always be available with required manning as per I.V. Act with class certificate of manning of vessels. Failure to comply, as certified by PO, Kochi, a penalty of one-fourth of each operating day shall be deducted from the payable amounts.

14. Termination for Default

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 for the reasons attributed such as:

- 14.1 If the Contractor fails to provide the service within stipulated time or within any extension thereof granted by the DCI (or)
- 14.2 If the Contractor fails to submit Performance Security or execute Contract Agreement as per the conditions of tender. (or)
- 14.3 If the Contractor fails to perform any other obligation(s) under the Contract.
- 14.4 If the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practice in pursuant with Clause No. 30 of ITB in executing the Contract.

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

15. Force Majeure

15.1 Notwithstanding the provisions of GCC Clauses 12, 13, 14, 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.

15.2 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.

15.3 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.

16. 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.

17. 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.

18. Settlement of Disputes

18.1 The decision of the Director (Operations & Technical) shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications 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 the Director (Operations & Technical).

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- 18.2 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 arbitration by a sole Arbitrator, a person to be nominated and appointed by Chairman and Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996.
- 18.3 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 re-enactment thereof. 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.

19. Limitation of Liability

Except in cases of negligence or wilful 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

20. 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.

21. Applicable Law

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

22. Compliance with Statutory Requirement

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, I.V. Act (Inland Vessels Act) and other Maritime Legislations/Rules/ Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the DCI shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the DCI is required or called upon to pay or reimburse on behalf of the contractor.

Signature of Contractor with seal

23. Taxes and Duties

- 23.1 The contractor shall pay all taxes, levies, duties, etc., excluding GST which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract.
- 23.2 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.

24. 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.

25. Employment of Relatives

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

26. Undertaking certificate

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

27. Litigation certificate

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

28. Notices

- 28.1 Any notice given by the party, pursuant to the Contract shall be sent in writing/telegram/fax/cable/E-mail to the address.

Head Office

General Manager (Ops),
Dredging Corporation of India Limited,
'Dredge House',
Port Area,
Visakhapatnam-530001.
E-mail: divakar@dcil.co.in
hodops@dcil.co.in

Project Office

Project Manager
Dredging Corporation of India Limited,
D. No. 39/3907, Allapat Cross Road,
Ravipuram,
Kochi-682016.
Tel: 0484-2356232
E-mail: pokochi@dcil.co.in

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

Signature of Contractor with seal

SPECIAL CONDITIONS OF CONTRACT
(SCC)

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

1. SCOPE OF WORK:

1.1 General:

- 1.1.1 The DCI Survey Launch-I and Survey Launch-II are presently stationed at Cochin Shipyard Limited, Kochi for carrying out bathymetric surveys in Kochi Port waters i.e. in connection with Maintenance dredging assignment at Kochi. The survey launch-I and survey launch-II will be shifted to various ports in India also to carry out bathymetric surveys depending on DCI's requirements.
- 1.1.2 The Survey Launch-I and Survey Launch-II is equipped with highly sophisticated survey equipment consisting of DGPS, Echo sounder, Sub Bottom Profiler, Side scan sonar, Magnetometer; Radio tide Gauge, Current meter, radar etc.
- 1.1.3 The contractor is responsible for manning and operating the survey launch as per directives of authorized officers of DCI. The representative of the DCI will visit the launch from time to time to check for guidance and monitoring the performance of the launch.
- 1.1.4 The Officers/Crew employed by the contractor must be conversant with DCI's operational requirement as well as rules and regulations of statutory authorities/Port authorities.
- 1.1.5 Generally launch shall be operated for carrying Bathymetric surveys at manoeuvring speed of 5 Knots but depending on operational requirement, the speed will have to be increased to maximum.
- 1.1.6 The contractor has to ensure operating the launch with competent Inland master/Navigational Watch Keeping Officer (NWKO) and crew with adequate experience. One of the crew members should be a GMDSS (GOC) certificate holder as per Wireless Telegraphy Act of Ministry of Communication.
- 1.1.7 Food and other facilities as per labour and marine law for launch crew shall be arranged by the contractor.
- 1.1.8 The crew of survey launch shall be under operational command of Project-In-Charge, DCIL, Kochi or his authorized representative.
- 1.1.9 The authorized officer nominated by Project-In-Charge, DCIL, Kochi will be the In-Charge for all the minor repairs, maintenance, and routines etc., carried out by the contractor for better up keep of the survey launch.
- 1.1.10 The survey launch shall be made ready by Master for carrying out bathymetric surveys with in half-an-hour of receiving appropriate order from the authorized officer.
- 1.1.11 All transportation cost towards men and material is the responsibility of the contractor. The launch shall generally be in operational state from 0600 Hrs to 1900 Hrs. The launch shall be deemed to be in operation from the point of the main engines are started till such time the main engines are stopped. However the launch shall be manned for 24 Hrs.

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1.2 **Operating Personnel:**

1.2.1 The Survey Launch-I & II are to be statutorily manned during operating days and non-operating days with the following:

Survey Launch-I:

- | | |
|-------------------------------|-----------------|
| 1. Second Class Inland Master | : 1 (One) No. |
| 2. First Class Engine Driver | : 1 (One) No. |
| 3. Lascars | : 4 (Four) Nos. |

Survey Launch-II:

- | | |
|---|-----------------|
| 1. First Class Inland Master/Navigational Watch Keeping Officer | : 1 (One) No. |
| 2. Second Class Inland Master | : 1 (One) No. |
| 3. First Class Engine Driver | : 1 (One) No. |
| 4. Second Class Engine Driver | : 1 (One) No. |
| 5. Lascars | : 4 (Four) Nos. |

1.2.2 The Contractor should maintain the statutory manning under I.V. Act with class during operation of the launch and adequate manning during non-operation of the launch for safe flotation of the launch. The contractor is fully responsible for safety of the launch, crew deployed onboard survey launch during the period of engagement with DCI. The Engineer and Master shall have valid certificate of competency. The contractor will be required to produce the copies of such certificates to DCI. The contractor shall inform MMD (Kochi/equivalent body in case of various ports in India for operation of the launch within the jurisdiction of Kochi Port) with the personnel deployed by him.

1.3 **Liaison Officer**

A liaison officer should be employed by the contractor for interacting/communicating with DCI Project Office/Site Office, launch and other concerned Offices at Kochi. He should be a person having experience in the field of Marine Operation.

1.4 **Consumable and Stores**

All running stores, consumables and miscellaneous items including bulbs, fuses, cotton rags, soap, ropes, starting batteries, batteries for emergency power, fenders, paints (except under water paint) shall be provided by DCI.

1.5 **Repairs and Maintenance**

1.5.1 General up keep and conducting routine maintenance will be contractor's responsibility and details shall be recorded in a log book to be maintained on board. This includes normal routine maintenance, general maintenance and cleanness of the Launch. The contractor has to ensure these jobs are carried out with the help of launch crew. The contractor has also to carry out the routine/periodical maintenance of engines so that the breakdown of the main engines, generators and other machinery are minimized. The contractor shall ensure proper mooring and berthing of the vessel so as to keep the vessel ready and fit for operation.

1.5.2 DCI shall arrange supply of spares, stores and logistic support, maintenance of survey equipments, servicing of machinery and equipment, overhauling, arranging surveyors, dry dock repairs, Service Engineers

Signature of Contractor with seal

1.6 Duration

- 1.6.1 The contract is for 2 (Two) years and extendable for one more year at DCI's discretion on same rate, terms and conditions as per the agreement.
- 1.6.2 Contract can be suspended temporarily by serving 7 days notice to the contractor in case the survey launch withdrawn for attending major repair for more than 30 days or any other reason. Similarly same contract to be re started by issuing 7 days notice to the contractor.

1.7 Log Book

The successful tenderer has to maintain a daily log book. All particulars of the launch including movement of the launch, engine's important parameters, spares used, sub-contractor deployed, fuel oil and lube oil consumed/bunkered etc., to be logged daily and to be signed by the Master of the Launch and same will be checked and countersigned by the Project Manager, DCIL. Monthly log extract to be prepared covering all the above stated parameters duly signed by the Engineer-In-Charge, Master and same to be submitted with the monthly bill without which no payment will be released. The daily log book is to be retained onboard and same to be produced on demand. The printed log book and log abstract shall be provided by DCI.

1.8 Fuel and Lubricants

Fuel and lubricants shall be arranged by DCI from time to time

1.9 Ownership

- 1.9.1 Handing over the vessel for operation does not imply and transfer of ownership. DCI will remain the rightful owner of the vessel in all respects.
- 1.9.2 In case of any damage to the DCI's assets: Survey and communication equipments including Survey Launch-I and Survey Launch-II by the contractor or his crew and the same damages are not repaired/renewed by the contractor, Project in charge, DCIL or his authorized representative shall have the right to get the same done by whatever means found appropriate and the costs of the same shall be recovered from the contractor.
- 1.9.3 Prior to commencement of contract period, a joint inspection would be carried out with the contractor's representative & DCI's representative and each and every movable and immovable item onboard the vessel shall be recorded under joint signature and their conditions be noted for record. At the end of the contract period, the said list shall be cross checked and if the condition of any item of material is found to be bad/ missing, the cost of such damage to the property shall be assessed by DCI and the deduction to be made from the contractor's outstanding dues except normal wear and tear. The contractor shall be responsible for safety and working readiness of the vessel and its parts and fittings throughout the contract period. DCI's acceptance signed by the authorized officer only shall relieve the contractor of his responsibility.

1.10 Accrual of Charges

The contractual charges are inclusive of all the expenses connected to manning, operation, shore lodging, boarding and transportation for crew and officers and also any other contractual obligations.

Signature of Contractor with seal

2. Award of Work

The Contractor has to offer his rates separately as per Price Bid-I & Price Bid-II for Survey Launch-I and Survey Launch-II respectively and the evaluation of price bid will be done separately for Survey Launch-I and Survey Launch-II to determine *L-1* bidder. DCI reserves the right to award the whole work to one party or split the work as per the requirement of DCI.

3. Sunken Equipment

- 3.1 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 Project-In-Charge or his authorised representative and Contractor shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as Port/ DCI may direct.
- 3.2 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.
- 3.3 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.
- 3.4 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.

Signature of Contractor with seal

TECHNICAL SPECIFICATIONS**Survey Launch-I:**

| | | |
|--|---|-------------------------------|
| 1. NAME OF THE VESSEL | : | DCI SURVEY LAUNCH-I |
| 2. TYPE OF VESSEL | : | SURVEY LAUNCH |
| 3. OWNER | : | DREDGING CORPORATION OF INDIA |
| 4. BUILDER | : | GOOD WILL ENGINEERING |
| 5. BUILT IN | : | PUDUCHERRY |
| 6. YEAR OF BUILT | : | 1998-99 |
| 7. CLASSIFICATION | : | SUL SURVEY LAUNCH |
| 8. LENGTH OVER ALL | : | 12.50 METERS |
| 9. MOULDED BREADTH | : | 3.80 METERS |
| 10. DEPTH AT SIDE | : | 1.85 METERS |
| 11. DRAFT (FL) | : | 1.2 METERS |
| 12. SPEED OF LAUNCH | : | 9.0 KNOTS |
| 13. TYPE OF PROPELLER | : | TWIN SCREW |
| 14. TYPE OF ENGINE | : | 2 * 100 HP |
| 15. TYPE OF GEN. CAPACITY | : | 10 KV |
| 16. FUEL CAPACITY | : | 1500 LTS |
| 17. FRESH WATER CAPACITY | : | 500 LTS |
| 18. MAX HEIGHT FROM UNDER SIDE OF KEEL TO TOP OF WHEEL HOUSE | : | 4.75 METERS |

Survey Launch-II:

| | | |
|--|---|-------------------------------|
| 1. NAME OF THE VESSEL | : | DCI SURVEY LAUNCH-II |
| 2. TYPE OF VESSEL | : | SURVEY LAUNCH |
| 3. OWNER | : | DREDGING CORPORATION OF INDIA |
| 4. BUILDER | : | TEBMA SHIPYARDS LIMITED |
| 5. BUILT IN | : | CHENNAI |
| 6. YEAR OF BUILT | : | 2009 |
| 7. CLASSIFICATION | : | SUL SURVEY LAUNCH |
| 8. LENGTH OVER ALL | : | 16.00 METERS |
| 9. MOULDED BREADTH | : | 4.50 METERS |
| 10. DEPTH AT SIDE | : | 2.49 METERS |
| 11. DRAFT (FL) | : | 1.24 METERS |
| 12. SPEED OF LAUNCH | : | 9.8 KNOTS |
| 13. TYPE OF PROPELLER | : | SELF PROPELLED |
| 14. TYPE OF ENGINE | : | 2 * 140 KW |
| 15. TYPE OF GEN. CAPACITY | : | 25 KV |
| 16. FUEL CAPACITY | : | 7.3 TONNES |
| 17. FRESH WATER CAPACITY | : | 0.5 TONNES |
| 18. MAX HEIGHT FROM UNDER SIDE OF KEEL TO TOP OF WHEEL HOUSE | : | 5.20 METERS |

Signature of Contractor with seal

SAMPLE FORMS**Notes on Sample Forms:**

1. The Bid Form duly filled in should be submitted along with Techno-Commercial Bid (Cover A).
2. The Price Schedule shall be submitted only along with ***Price Bid (Cover B)***.
3. 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.
4. 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.
5. The Certificate for Employment of relatives duly filled in should be submitted along with Techno-Commercial Bid (Cover A).
6. The Certificate for Undertaking duly filled in should be submitted along with Techno-Commercial Bid (Cover A).
7. The Certificate for Litigation duly filled in should be submitted along with Techno-Commercial Bid (Cover A).
8. The details (PAN, GST, Bank Details etc.) of the bidder along with the supporting documents should be submitted with Techno-Commercial Bid (Cover A).
9. The Details of the Manning proposed to be engaged for operating DCI Survey Launch- III along with copies of the Certificates issues by MMD and experience in similar works should be submitted with the Techno-Commercial Bid.

Signature of Contractor with seal

1. BID FORM

Date: _____

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

Gentlemen:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *as per scope of work* 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 _____ 2018 _____.

 [Signature]

 [In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Signature of Contractor with seal

2. PRICE SCHEDULE
SCHEDULE OF QUANTITIES

Preamble to Price Bid

Name of the Work: Supply, manning and operating of DCI Survey Launch-I & Survey Launch-II for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India.

1. The items given in the Bill of Quantities are for Supply, manning and operating of DCI Survey Launch-I & Survey Launch-II for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India.
2. The Contractor is required to offer his rates separately for Survey Launch-I and Survey Launch-II.
3. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
4. No other charges, other than those specified in the tender conditions shall be payable.
5. The rates quoted by the Contractor shall be applicable for the entire period of the contract.

Signature of Contractor with seal

PRICE BID-I

- A. Supply, manning and operating of *DCI Survey Launch-I* for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India for the period of 2 years.

| Sl. # | Description | Unit | Rate/unit (Rs.) | Amount (Rs.) in figures and words |
|-------|--|-------------------------|-----------------|-----------------------------------|
| 1. | Charges for “Supply, manning and operating of <i>DCI Survey Launch-I</i> for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India for the period of 2 years” all complete Excluding GST. <ul style="list-style-type: none"> • IInd Class Inland Master- 01 No. • Ist Class Engine Driver- 01 No. • Lascars- 04 Nos. | Per Operational day | | |
| | | Per Non-Operational day | | |

Signature of Contractor with seal

PRICE BID-II

B. Supply, manning and operating of *DCI Survey Launch-II* for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India.

| Sl. # | Description | Unit | Rate/unit (Rs.) | Amount (Rs.) in figures and words |
|-------|---|-------------------------|-----------------|-----------------------------------|
| 1. | Charges for “Supply, manning and operating of <i>DCI Survey Launch-II</i> for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India for the period of 2 years” all complete Excluding GST. <ul style="list-style-type: none"> • 1st Class Inland Master/ Navigational Watch Keeping Officer (NWKO)- 01No. • 2nd Class Inland Master- 01 No. • 1st Class Engine Driver- 01 No. • 2nd Class Engine Driver- 01 No. • Lascars- 04 Nos. | Per Operational day | | |
| | | Per Non-Operational day | | |

Signature of Contractor with seal

3. FORM OF CONTRACT AGREEMENT

This agreement made on _____ day of _____ between the **DREDGING CORPORATION OF INDIA LIMITED**, a body under the Companies Act, 1956, having its registered 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 “Supply, manning and operating of DCI Survey Launch-I & Survey Launch-II for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India.” 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 Tender submitted by the Contractor.
 - Instructions to Tenderer.
 - 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

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

4. FORM OF BANK GUARANTEE
(IN LIEU OF PERFORMANCE SECURITY)

Bank Guarantee No.:

Date:

To

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

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the "DCI") having agreed to exempt M/s _____ having its Registered Office at _____ (herein after called the said "CONTRACTOR" from the demand under the terms and conditions of an Agreement/Contract/Work Order dated _____ made between DCI and Contractor for "***Supply, manning and operating of DCI Survey Launch-I & Survey Launch-II for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India.***" (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

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

Signature of Contractor with seal

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 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 of2018.

Signature of Contractor with seal

5. PROFORMA FOR EMPLOYMENT OF RELATIVES

Date:

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

Sir,

Sub: Tender for “Supply, manning and operating of DCI Survey Launch-I & Survey Launch-II for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India.”–Reg.

With reference to your Tender No.: DCI/HO/Ops/SL-I & SL-II/Manning/2018/ Date: 30.07.2018 and as per Clause No. 25 of GCC, 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’

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 is given below:

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

Thanking you,

Yours faithfully,

*Strike out whichever is not applicable.

Signature of Contractor with seal

6. PROFORMA FOR UNDERTAKING

Date:

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

Sir,

Sub: Tender for “Supply, manning and operating of DCI Survey Launch-I & Survey Launch-II for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India.”–Reg.

With reference to your Tender No. DCI/HO/Ops/SL-I & SL-II/Manning/2018/ Date: 30.07.2018 and as per Clause No. 26 of GCC, 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,

As per Clause No. 26 of GCC, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Signature of Contractor with seal

7. PROFORMA FOR LITIGATION

Date:

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

Sir,

Sub: Tender for “Supply, manning and operating of DCI Survey Launch-I & Survey Launch-II for carrying out Hydrographic surveys in and around port waters at Kochi and various ports in India.”–Reg.

With reference to your Tender No. DCI/HO/Ops/SL-I & SL-II/Manning/2018/ Date: 30.07.2018 and as per Clause No. 27 of GCC, we hereby certified 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.....

Thanking you,

Yours faithfully,

*Strike out whichever is not applicable.

Signature of Contractor with seal

8. VENDOR FORM1. Vendor Details

a) Name of the Vendor :

b) Address :

c) Place of Registration :

d) Principal place of business :

e) Email ID :

f) Contact No. :

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

a) PAN No. :

b) GSTIN :

c) Type of Vendor : Registered / Unregistered / Composite Dealer
(Tick whichever is applicable)3. Bank Details (Copy of cancelled cheque needs to be attached)

a) Bank Name, Branch & City :

b) Bank Account Number :

c) IFSC :

Signature of Contractor with seal

9. DETAILS & LIST OF MANPOWER PROPOSED TO BE DEPLOYED

1. Name (s) of the First Class Inland Master :

2. Name (s) of Second Class Inland Master :

3. Name (s) of the First Class Engine Driver :

4. Name (s) of Second Class Engine Drivers :

5. Name(s) of the Lascar :

Signature of Contractor with seal

CHECKLIST FOR TECHNO-COMMERCIAL & PRICE BID**TECHNO-COMMERCIAL:**

1. A Bid Form
2. Documentary evidence (description of work, list of Inland Masters & Engine Drivers employed, contract amount, time limit for completion, liquidated damages levied) established in accordance with ITB Clause 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
3. The details of manpower proposed to engaged/deployed along with copies of original certificates of Inland Master/Navigational Watch keeping officers, Engine Drivers, Lascars issued by MMD proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the crew and third party.
4. Audited balance sheet for the last three years ending 31st March'2018.
5. Proof of Earnest Money Deposit in the form of RTGS/NEFT.
6. PAN Number issued by Income Tax Authorities.
7. GST Registration Number.
8. Bank Details/Cancelled Cheque
9. Registration with provident fund authorities.
10. Copies of original document defining place of registration and principal place of business of the company or partnership.
11. Power of Attorney on stamp paper, in favour of the person authorised to sign the tender document.
12. Information regarding any current litigation in which the tenderer is involved.
13. Certificate for Employment of Relatives
14. Undertaking Certificate.
15. Vendor Form.
16. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.

PRICE BID:

1. Price Schedule (Schedule of Quantities)

Signature of Contractor with seal