

DREDGING CORPORATION OF INDIA LIMITED

GeM TENDER



DREDGING CORPORATION OF INDIA LIMITED

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TENDER NO. DCI/TECH/O&M/2025-26

Date: 31.07.2025

**TENDER FOR “MANNING, OPERATION AND
TECHNICAL MANAGEMENT OF TSHDs viz.,
DCI DREDGE XII, DCI DREDGE XIV,
DCI DREDGE XV, DCI DREDGE XVI, &
DCI DREDGE XVII AT VARIOUS PORTS OF INDIA
& COAST”**

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TENDER NO. DCI/TECH/O&M/2025-26

Date: 31-07-2025

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

Dredging Corporation of India Limited (DCI) a consortium of four major ports viz., Vishakhapatnam Port Trust, Paradeep Port Trust, Jawaharlal Nehru Port Trust and Kandla Port Trust having its Head Office at Visakhapatnam and Regional/project offices at various locations in India. DCI, a pioneer organization in the field of dredging, helps to ensure continuous availability of the desired depths in the shipping channels of the major and minor Ports, Indian Navy, Fishing Harbors and other maritime organizations.

Tenders are invited on two-bid systems through GeM portal from (<https://gem.gov.in>) for **Manning, Operation And Technical Management Of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI & DCI DREDGE XVII at various ports of India & Coast from Experienced and Competent Technical Manning Contractors of Ship / Dredger having RPSL and under NMB agreement.** Tenderers have to submit the offer through GeM portal <https://gem.gov.in> on the Tender document, uploaded in websites. The tenderer has to get them enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrollment is free of cost and one-time activity only. The complete tender document shall be available on the website of "DCI"- <https://dredge-india.com> and in Gem Portal <https://gem.gov.in>

The tender has to be downloaded and submitted through GeM Portal (<https://gem.gov.in>) on or before the due date and time mentioned below in Two Bid System i.e., Cover-A "Technical Bid", and Cover-B "Price Bid". Refer to the Scope of work, Technical Specification, General Terms and Conditions and other instructions mentioned in tender document and submit the tender accordingly.

1.	Tender No. & Date	Tender No. DCI/TECH/O&M/2024-25 dated 31-07-2025.
2.	Name of Work	Manning, Operation and Technical Management of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI & DCI DREDGE XVII at various ports of India & Coast.
3.	Period of Contract	Initially for Three (03) years further extendable for Two (02) years at the discretion of DCI
4.	Estimated Amount	Rs. 90.40 Crores for Three years
5.	Cost of Tender	Rs. 7500/- including GST, payable by NEFT/RTGS. Tender Cost is non-refundable even if the tender is cancelled.
6.	EMD	Rs. 1,00,00,000/- (Rupees One Crore) payable by NEFT/RTGS/BG. Considering the importance of contract, EMD would be applicable for all the parties other than Government PSU and there would not be any exemption from EMD for any other parties.
8.	Availability of Bids in GeM portal and DCI's website for downloading	31.07.2025 to 21.08.2025 upto 1500 Hrs.
9.	Pre-bid meeting & Clarifications	Pre-Bid Queries, if any, shall be forwarded to hodtech@dcil.co.in in writing on or before 1500Hrs of 07.08.2025 Pre-bid meeting on 13.08.2025 @ 11:00Hrs.
10.	Last date for submission of bids in GeM portal	21-08-2025 upto 1500 Hrs.
11.	Date and time of opening in GeM Portal: a) Cover-A Technical bid. b) Cover-B Price bid.	a) 21.08.2025 at 15:30 Hrs b) Will be intimated in due course after evaluation of technical bid.
Detail of Bank account of DCIL to which bidders can pay following:		Company Name: Dredging Corporation of India Ltd., Name of the Bank : Canara Bank

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1. Cost of Tender documents, 2. EMD, 3. Performance security, 4. Or, for any other payments due to be paid to DCIL.	Branch Name :DCI Limited branch, Visakhapatnam IFSC Code :CNRB0013583 Swift Code : SYNBINBB032 MICR Code : 530015032 Account type : Current account Account No. : 35833070000014 GST No. : 37AAACD6021B1ZB
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Note: Tenderers shall send mail treasury@dcil.co.in for obtaining confirmation from DCI for the receipt of Tender documents fees and EMD by furnishing details of firm/party, bank and UTR number etc. Scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technical Folder. Physical mode of payment will not be accepted i.e. Banker cheques or Demand drafts.

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

PRE-QUALIFICATION CRITERIA:

1. Bidder shall possess experience of carrying out manning, maintenance and technical management of Trailing Suction Hopper Dredgers (TSHDs) / Merchant Shipping (MS) Class Ships bearing Gross Tonnage (GRT) & Power not less than 6854T & 5800KW.
2. Bidder shall possess valid Indian DOC for Indian Flag vessels.
3. Bidder should have experience of successfully carried out "similar work" during last seven years ending last day of month previous to the one in which this tender is invited (30.06.2025) as mentioned below:
 - a. Three similar completed works costing not less than **Rs 36.2** Crores each
or
 - b. Two similar completed works costing not less than **Rs 45.2** Crores each
or
 - c. One similar completed work costing not less than **Rs 72.4** Crores.

"Similar work" means having the experience of successfully carried out manning, maintenance and technical management of TSHDs / MS Class Ships.

4. Average annual financial turnover during the past three years ending 31st March 2025 should be at least **Rs 27.2** Crores.
5. Firms experienced in Operation and Technical management of TSHDs would be preferable.
6. In addition to above, the bidder should meet the requirements at clause 9 of ITB.
7. The downloading of document shall be carried out strictly as provided on the website & GeM portal. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

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. Reject the tender received with counter conditions.

HOD (Technical)

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SECTION-II

INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

1. ELIGIBLE BIDDERS

- 1.1 This Invitation for Bids is open to all competent Manning and Technical Contractors who satisfy the conditions stipulated in the bid document.
- 1.2 The Bidder may visit the dredger and 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.
- 1.3 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Limited (DCI) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 1.4 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 DCI.
- 1.5 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 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. AMENDMENT OF BIDDING DOCUMENTS

- 3.1 At any time prior to the deadline for submission of bids, DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- 3.2 The amendment will be placed in DCI website & GeM portal. Respective bidders are requested to refer accordingly.
- 3.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, DCI may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

4. 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 DCI, shall be in English only.

5. DOCUMENTS COMPRISING THE BID

The Bids shall be in Two Cover System consisting of

- ❖ Technical Bid (Cover A); and
- ❖ Price Bid (Cover B)

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The "Technical Bid" (Cover A) prepared by the Bidder shall comprise the following components / documents:

- 5.1 A Bid Form except the Price Schedule completed in accordance with ITB Clause 6.
- 5.2 Valid RPSL & DOC mandatory and copy of documents shall be produced.
- 5.3 Details of similar works previously carried out by the firm with value of each work.
- 5.4 Authentic satisfactory performance certificates of similar completed previous works carried out on TSHDs/ other ships meeting similar work requirement mentioning client details, LOI / work order no. & date, total value of work order, contract period, actual value of work done, actual period of completion of work, nature of work executed, LD levied (if any).
- 5.5 Documentary evidence established in accordance with ITB Clause 9 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet, profit and loss account for the last three years ending 31st March'2025.
- 5.6 Tender document fee of Rs.7500/- to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed.
- 5.7 Earnest money deposit of Rs.1,00,00,000/- to be remitted through NEFT/RTGS/BG and copy of electronic receipt / UTR to be enclosed.
- 5.8 PAN card
- 5.9 GST Registration
- 5.10 Bank details along with copy of cancelled cheque (as per **Annexure-XI**)
- 5.11 Provident Fund Registration Number/Sea Men's Provident Fund number.
- 5.12 Power of Attorney on Rs.100/- stamp paper duly notarized, in favour of the person authorized to sign the tender document. If the tenderer is the owner, he has to issue a self-authorization on Rs.100/- stamp paper duly notarized.
- 5.13 Copies of original document defining the constitution or legal status, place of registration and principal place of business of the Contractor or partnership.
- 5.14 Information regarding any current litigation in which tenderer is involved (**Annexure -IX**).
- 5.15 Details of managerial & supervising set up to carry out the scheduled works and acting liaison with DCI representatives.
- 5.16 The Contractor shall declare whether the individual or the firm has, at any time, been prosecuted by any court of law in India or abroad for violation of any statutory provisions, rules, or regulations pertaining to the execution of any work or contract. This includes, but is not limited to, violations under maritime legislations, specifically the Merchant Shipping Act (MS Act). The Contractor shall also disclose any action taken against them by the Directorate General of Shipping, or by any maritime union, association, or similar body. Such disclosures shall be made in the format prescribed in Annexure-XIII(a)
- 5.17 Track record, if any, in maintaining excellent contractor / customer relationship, with the name of the clients (including their address, telephone and email ids) with whom contract was undertaken in last seven years ending 12/2024.
- 5.18 **Integrity Pact:** The Integrity Pact has been included to the subject Tender and is to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 2 (Two) sets as per the **Annexure-XV**.

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- 5.19 Check list for Technical Bid as per **Annexure-VII**.
- 5.20 Downloaded Tender Document including all corrigendum, if any, shall be duly signed & sealed on all the pages by tenderer.
- 5.21 Signed blank copy of price format.
- 5.22 A detailed execution plan for the Tendered work.
- 5.23 A separate letter (on Company's letter head) addressing to HOD (Tech), confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document.

6. BID FORM

- 6.1 The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and upload the "rates/ file" online in the "Financial/ Price Bid."
- 6.2 The bidder shall quote his prices only in Price Schedule furnished in the bidding document and upload it online in the Financial/ Price Bid (BOQ). The bidder should not indicate the prices anywhere directly or indirectly in the "Technical Bid." Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid (BOQ) should not contain any counter conditions. Conditional tenders or tenders with counter conditions are liable for summary rejections.

7. BID PRICES

- 7.1 The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and upload it online in the Financial/Price Bid.
- 7.2 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 "Technical 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 rejection.

- 8. **BID CURRENCIES:** Prices shall be quoted in Indian Rupees only

9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

- 9.1 Pursuant to ITB Clause 5, 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.
- 9.2 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 **Annexure-V**.
- 9.3 Bidder must have a valid RPSL (Recruitment and Placement service license) issued by Director of Seaman's Employment office, Mumbai/Kolkata/Chennai or DG shipping and the license should not have been revoked by authorities at any point of time.
- 9.4 Bidder should be MLC 2006 compliant.
- 9.5 The Bidder shall possess a valid Document of Compliance (DOC) issued by the Directorate General of Shipping, Government of India, for the vessel type classified as "Other Cargo Ships." This Document of Compliance must be valid and have remained valid and in force for a continuous period of at least the last five (5) years preceding the bid submission date.
- 9.6 Bidder should have valid certification for ISO 9001: 2015 & 14001: 2015 or higher issued by

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IACS member.

- 9.7 Senior Management of the Contractor (Office) should have minimum of 3 (Three) years successful project experience in similar contracts.
- 9.8 The Contractor shall be registered in India with Indian ownership and Indian DOC. Foreign ship management companies operating only with Indian representative offices are not eligible to quote.
- 9.9 The bidder should furnish the details of the man power proposed to be engaged /deployed in **Annexure-VI** of Sample Forms.
- 9.10 Turnover of the Contractor and proof of such income shall be attached. Proof of income shall be only from ship management & related activities and not from any other business and same would be reflected in their proof of income. Number of years of experience in Manning and maintaining of vessels in Govt. /public sector/reputed private sector organizations and technical details of such vessels, manpower (Crew list) deployed along with their qualifications/ experience should be furnished along with the bid document.
- 9.11 The bidder shall submit financial capability of the Contractor with a copy of duly notarized audited balance sheet and Profit & Loss statement for the last three years.
- 9.12 Bidder's claims for fulfilling the above criteria must be adequately supported by appropriate & authentic documents like Work order, Performance certificate from clients, Contractor's annual reports, Audited balance sheets, profit & Loss statement, IT returns and other relevant documents necessary.
- 10. EARNEST MONEY DEPOSIT (EMD)**
- 10.1 Pursuant to ITB Clause 5, the Bidder shall remit an amount of Rs. **1,00,00,000/- (Rupees One Crore)** against the Earnest Money Deposit through NEFT/RTGS/BG only.
- 10.2 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 10.6.
- 10.3 If the Earnest Money Deposit submitted in the form of a bank guarantee issued shall be valid for sixty (60) days beyond the validity of the bid.
- 10.4 Any bid not secured in accordance with ITB Clauses 10.1 and 10.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 19.
- 10.5 Unsuccessful bidders' earnest money deposit will be discharged or returned as promptly as possible, but not later than sixty (60) days after the expiration of the period of bid validity prescribed by the DCI pursuant to ITB Clause 11 without interest
- 10.6 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 19.2;
- (b) In the case of a successful Bidder, if the Bidder fails:
- (i) to sign the contract in accordance with ITB Clause 27; or
 - (ii) to furnish performance security in accordance with ITB Clause 28.
- 11. PERIOD OF VALIDITY OF BIDS**
- 11.1 The Tenderer should keep open the **validity of the Bid for 180 days** from the date of opening of tender. It is also obligatory for the Tenderer to keep the validity open for another 30 days in

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case a request in writing/email is made by DCI before the expiry of the initial validity period of 180 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.

- 11.2 In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 10 shall also be suitably extended.

12. FORMAT AND SIGNING OF BID

- 12.1 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.
- 12.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

13. SEALING AND MARKING OF BIDS

- 13.1 The Technical Bid containing all requisite enclosures are to be uploaded in pdf format under "Technical Bid" duly signed along with official seal. The Financial Bid / Bill of Quantity (BOQ) containing only bid rates and amounts against each service are required to be uploaded under "Financial/ price Bid / Bill of Quantity (BOQ)".
- 13.2 Both the above bids are to be uploaded on or before the due date and time specified in the Invitation for Bids (IFB). Tenderer should ensure that his tendered amount as per Financial/ price Bid/ Bill of Quantity (BOQ) are not mentioned in any other document directly or indirectly.
- 13.3 If any of the bids are not uploaded properly as required by GeM portal, the said bids cannot be decrypted/opened by DCI and hence the bids cannot be considered. In such cases, DCI will assume no responsibility and hence the bidders shall take proper care and ensure that their bids are properly uploaded with all the requisite documents.

14. DEADLINE FOR SUBMISSION OF BIDS

- 14.1 Online Bids must be uploaded in GeM portal specified under Invitation for Bids (IFB) on or before the due date and time specified in the Invitation for Bids (IFB).
- 14.2 DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 3, in which case all rights and obligations of DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15. LATE BIDS

The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

16. MODIFICATION OF BIDS

The Bidder cannot modify or withdraw its bid after due date & time of bid's submission.

OPENING AND EVALUATION OF BIDS

17. OPENING OF BIDS BY DCI

Technical Bids submitted online will be opened by DCI on the Due date as specified in NIT & ITB. Date of Price bid opening will be communicated by DCI to all Technically qualified bidders at a later date after completion of Technical evaluation procedures.

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18. CLARIFICATION OF BIDS

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

19. PRELIMINARY EXAMINATION

19.1 DCI will examine the Technical Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, in line with the pre-qualification criteria given in IFB/NIT.

19.2 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.

19.3 Prior to the detailed evaluation, pursuant to ITB Clause 18, DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 10), Applicable Law (GCC Clause 23), and Taxes and Duties (GCC Clause 26), Performance Security (GCC Clause 5), and Force Majeure (GCC Clause 17) will be deemed to be a material deviation. DCI 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.

19.4 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 non-conformity.

20. EVALUATION AND COMPARISON OF BIDS

20.1 The Financial/ Price bid / Bill of quantity (BOQ) of only those tenderers who have been qualified in the Technical Bid will be opened at a later date. The date and time of opening of Financial bid / Bill of quantity (BOQ) shall be notified in GeM portal.

20.2 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 the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited.

21. CONTACTING THE DREDGING CORPORATION OF INDIA LTD (DCI)

21.1 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 or email.

21.2 Any effort by a Bidder to influence DCI/ its representatives 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

22. AWARD CRITERIA:

Subject to ITB Clause 26, 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 24 of ITB.

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23. RIGHT TO VARY PERIOD OF CONTRACT AT TIME OF AWARD:

Initial contract period is for **Three years extendable for another Two years on same rates, terms & conditions, on yearly basis**. One month before expiry of contract, DCI may by written notice intimate the Contractor to extend the contract for a period of **One year**. For all extensions given by DCI, 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/curtailing, deciding period of extension / curtailment and decision in the matter will be final, binding on the Contractor and will be treated as an Excepted Matter and 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 90 days' notice of termination. In such case, the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 90 days' notice by 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.

24. 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 and incurring any liability to the affected Bidder or Bidders.

25. NOTIFICATION OF AWARD

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

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

26. SIGNING OF CONTRACT

After DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with DCI at his cost.

27. PERFORMANCE SECURITY

Within Fifteen (15) days from the date of notification of award from the DCI, the successful Bidder shall furnish the performance security as per **Annexure-IV**, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security / EMD as per clause 5 of GCC.

28. ADDITIONAL BANK GUARANTEE

Within fifteen (15) days from date of notification of award from DCI, the successful Bidder shall furnish Additional Bank Guarantee as indicated at Clause No.38 of SCC.

29. EMPLOYMENT OF RELATIVES:

The bidder shall enclose a certificate (as per **Annexure-VII**) that "he/she is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Ports, Shipping and Waterways, Government of India". The bidder shall also furnish a declaration along with his tender enclosing the names of the relatives who are employed in DCI.

30. CORRUPT OR FRAUDULENT PRACTICES:

30.1 DCI requires that the Bidders/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, DCI defines for the purpose of this provision, the terms set forth below as follows:

30.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to

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influence the action of a public official in the procurement process or in contract execution; and

- 30.3 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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;
- 30.4 DCI will reject a proposal for award if it determines that the Bidder, recommended for award, has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 30.5 DCI will declare a firm or Contractor 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 Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.
- 30.6 The bidder shall have to give a Certificate (as per **Annexure-VIII**) 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 has not committed any offence under the Prevention of Corruption Act in connection with the bid. The bidder shall disclose on his letter head, any payments made or proposed to be made to any intermediaries (Agents etc.) in connection with the bid

31. INFORMATION ABOUT LITIGATION:

The bidder shall enclose a certificate in the prescribed format (as per **Annexure-IX**) that he does not have any current litigation with any party/firms. If he/she is in current litigation with any party/firms, the bidder shall enclose the same along with this bid.

32. VENDOR REGISTRATION FORM:

The bidder shall fill the details in the Vendor Registration Form in the prescribed format (as per **Annexure-X**) and up load relevant documents viz., PAN, GST no. Bank account no. etc. for vendor registration form.

33. PRE-BID MEETING

Pre-bid meeting will be held with the firms, bidders or his official’s representative. The prospective of bidders shall submit their queries in writing to The Head of the Department (Technical), DCI Limited (Email: hodtech@dcil.co.in) in connection with this tender well in advance latest by 1500Hrs of xx.xx.2025, so that the queries can be attended to. The pre-bid meeting will be held on xx.xx.2025 at 11:00Hrs in the premises of

M/s Dredging Corporation of India Limited

“Dredge House”, HB Colony Main Road, Seethammadhara, Visakhapatnam,
Andhra Pradesh - 530022

Pre-Bid Queries may please be submitted in below indicated tabulation:

Sl. No.	Clause No.	Page No.	Description	Query /Clarification required

34. GENERAL

- 34.1 Bid Documents are not transferable.
- 34.2 Where the Bidder fails to enter a price or a rate in any, or part of the item of bill of quantities, 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.
- 34.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.

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- 34.4 All Signatures in the Document shall be dated with official seal / stamp.
- 34.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 34.6 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.
- 34.7 If any of the information furnished by the bidder is found to be incorrect at any stage, the bid/ contract is liable to be rejected/terminated and the EMD/ Performance Security will be forfeited.
- 34.8 After award of work, all correspondence with respect to dredging must be made with the respective DCI Project office of deployed Port, and instructions received shall be adhered.

35. HSE INCORPORATION

- 35.1 Copy of all Communication and correspondence made by the Contractor with Flag / Administration and Class during the period of Manning contract shall be marked a cop to DPA of DCI, HOD(Technical) & HOD(Operations) by E-mails dpism@dcil.co.in ; hodtech@dcil.co.in ; hodops@dcil.co.in.
- 35.2 DCI HSE forms should be brought into the SMS of the TSHDs Technical management in order to have benefit of DCI experience of TSHDs. In any case the documentations / standards should not be reduced.

36. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFR), 2017

Bidders must comply with the requirements of Dept. of Expenditure (DOE) Order No. F.7/10/2021-PPD (1), dated 23.02.2023.

- 36.1 Bidders participating from land border sharing countries including China, Bangladesh, Pakistan, Nepal, Bhutan & Myanmar etc. shall not be considered, unless, he is registered with Competent Authority / Department for procurement of Industry and Internal Trade (DPIIT) for services specific to this Tender. Copy of registration shall be produced for consideration of such bids.
- 36.2 All Bidders shall submit a certificate alongwith their bid (Technical Bid) stating that, "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that this bidder / self is not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder / self fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority (as mentioned in above order) shall be attached.]"

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SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

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

- 1.1. "Corporation" means the Dredging Corporation of India Limited (DCI).
- 1.2. "MD& CEO" means the Managing Director & CEO of DCI.
- 1.3. "CGM" means the Chief General Manager of DCI.
- 1.4. "CFO" means the Chief Financial Officer of DCI.
- 1.5. "HOD" means the Head of Department of DCI.
- 1.6. "RGM" means the Regional General Manager of DCI.
- 1.7. "CPM" means the Chief Project Manager of DCI.
- 1.8. "PM" means the Project Manager of DCI.
- 1.9. "PIC" means the Project In-Charge of DCI
- 1.10. "The Contract" means the agreement entered into between the DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.11. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.12. "Contractor" means the individual, firm, or entity supplying the Services under this Contract, whose tender or offer has been accepted by DCI and the term includes the Contractor's authorized representatives, heirs, successors, and permitted assigns, if any, as recognized by DCI.
- 1.13. "The Services" means all of the services, which the Contractor is required to supply to the DCI under the Contract.
- 1.14. "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".
- 1.15. "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 DCI, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.
- 1.16. "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.
- 1.17. "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 (all of which are herein collectively referred to as the excepted risks).
- 1.18. "GCC" means the General Conditions of Contract contained in this section.
- 1.19. "SCC" means the Special Conditions of Contract contained in this section.
- 1.20. "PMC" means Project Monitoring Cell.
- 1.21. "PPE" means Personnel Protection equipment.
- 1.22. Commencement Date - means the date before which all pre-requisites like inventory of spares,

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stores, bunkers, lubes consumables etc. would be prepared and completed and dredger's crew reports at any Indian Port as designated by the owner for taking delivery of the Dredger.

- 1.23. "Operation" means various works to be performed by the Dredger along with crew as per Scope of Work in the bid Document.
- 1.24. "Day" means 24 hours / calendar day. (Commencing 0000hrs midnight till 2400hrs including holidays and Sundays.
- 1.25. "Month" means the English calendar month.
- 1.26. "Singular/Plural" Words importing the singular shall include the plural, and words importing the plural shall include the singular, where the context so requires.
- 1.27. "Annual Rate"- Rates quoted are for one operating year for the Dredger
- 1.28. "Day rate" - Day rate would be arrived at as follows:
Annual Rate ÷ 365 days (Annual rate divided by 365days)
- 1.29. **DEFICIT PERIOD'** Shall means the following:
i) The period by which the availability of vessel falls below minimum guaranteed level/period.
ii) The period for which the vessel does not report for duty on receipt of an order to report within specified period.
iii) The period during which the vessel has been decommissioned without the approval of Engineer.
- 1.30. DCI from time to time may authorize any person(s) in writing, a copy of which shall be forwarded to the contractors, any person or persons to be named by it on its behalf to exercise its powers, authorities and directions under this contract as he may think fit & proper and the contractor shall recognize, honour and give necessary assistance to such authorities in all respects.
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 High Court at Andhra Pradesh, India, including the following Acts.
4.1.1 The Indian Contract Act, 1872
4.1.2 The Major Port Authorities Act, 2021
4.1.3 The Employees' Compensation Act, 1923
4.1.4 The Minimum Wages Act, 1948
4.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.
4.1.6 The Dock Workers' Act, 1948
4.1.7 The Indian Arbitration and Conciliation Act (1996)
4.1.8 Indian Vessel Act 1971
- 4.2 **CONTRACTOR TO EXECUTE CONTRACT AGREEMENT:**
Pursuant to ITB clause 26 and within 21 days from the date of LOA, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract.
- 4.3 **INTERPRETATION OF CONTRACT DOCUMENT – ENGINEERS' POWER**
Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, the Engineer shall have the power to correct the same and his

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decision shall be final and binding on the parties to the Contract. In this Tender Engineer means HOD (Technical) who is the competent authority.

4.4 CONTRACTOR CANNOT SUB-LET THE WORK

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

4.5 CONTRACTORS' PRICE IS INCLUSIVE OF ALL COSTS

Unless otherwise specified, the contractor shall be deemed to have included in his tender/offer all his cost connected to Manning, Operation, , Preventive, Planned & breakdown maintenance of all machineries / equipment, LSA / FFA, all statutory surveys & inspections by Class & Flag, all other running repairs, painting etc. including stores and consumables (Cost of spares excluded), PPE, Housekeeping, crew wages, lodging and boarding of crew, crew change along with repatriation, Diving, logistic support, all boat services, agency services, contractor's office establishment & running cost, all profits & margins, incidental expenses towards port, customs & other statutory bodies and also any other contractual obligations including duties, excluding GST

4.6 **SPARES (OPERATIONAL & DRYDOCK)**: Procurement (Imported & Indigenous) and supply of spares to Dredgers shall be done by Contractor from OEM as per Requirement, with prior concurrence / acceptance from DCI. Spares cost will be reimbursed by DCI pursuant to Clause 4.5 of SCC. Contractor shall share the details of obtained quotations to DCI with seven (07) working days lead time for review and acceptance.

4.7 Input tax credit / CenVAT Credit on Custom duty (whatsoever) for Imported spares shall be passed on to DCI. If the Contractor possess exemption on Custom duty, the same shall be disclosed to DCI.

4.8 Contractor is Responsible for safety of the TSHDs - DCI Dredge XII, XIV, XV, XVI, & XVII including crew and equipment:

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

4.8.2 The Contractor must be capable of giving dedicated and undivided attention to the operational requirement of DCI which provides dredging services to various ports and other maritime sectors along the Indian Coast.

4.9 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 DCI Head office premises 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 PMC.

4.10 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

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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 shall not be reimbursed by the DCI, unless otherwise stipulated in the Contract. Clause No.6 of GCC refers with regard to Insurance.

4.11 **CONTRACTOR TO INDEMNIFY DCI AGAINST ALL CLAIMS FOR LOSS, DAMAGE, ETC.**

- 4.11.1 The Contractor shall be deemed to have indemnified the DCI against all claims, demands, actions and proceedings and all costs arising there from on account of:
- 4.11.2 Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- 4.11.3 Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- 4.11.4 Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private Road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.
- 4.11.5 Damage / injury caused to waterway, berths and bridge on account of the movement of DCI Dredge XII, XIV, XV, XVI, XVII in connection with the work.
- 4.11.6 Pollution of waterway and damage caused to river, lock, sea wall or other structures related to waterway, in operating DCI Dredge- XII, XIV, XV, XVI, XVII.

4.12 **NOTICE TO CONTRACTOR:** Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is sent by e-mail or sent by post or hand.

4.13 **WORK TO CAUSE MINIMUM POSSIBLE HINDRANCE TO TRAFFIC MOVEMENT:** DCI DREDGE XII, XIV, XV, XVI, XVII should be operated by the contractor causing the minimum hindrance for any maritime traffic or surface traffic.

5. **PERFORMANCE SECURITY**

- 5.1 Pursuant to ITB clause 27, Within Fifteen (15) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security to the DCI.
- 5.2 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
- 5.3 A sum equal to 10% of the contract value as indicated in work order shall be deposited by the contractor as Performance Security Deposit through BG/NEFT/RTGS.
- 5.4 Bank Guarantee also can be submitted and shall be valid till completion of work including extended period, if any.
 - a) In case the contract is further extended for two years, sum equal to 10% of the contract value for the extended period of contract shall be deposited within 15 days after receiving a letter of extension of contract from DCI.
 - b) Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by HOD (Tech). If Bank Guarantee is submitted against Performance Security, it should be valid for 90 days beyond completion of work including extended period if any.

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- 5.5 DCI shall encash bank Guarantees in the event the contractor has defaulted more than 30 days to commence work as per the order of Engineer or his Engineer Representative after handing over the vessel to him. In case delay in commencement of work by less than 30 days, penalty as per clause-15 of GCC will be applicable. Also bank guarantee shall be encashed if the contractor fails to comply with the condition of the contract or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit amount within 30 days after due notice given in this regard.
- 5.6 The performance security will be discharged by the DCI and returned to the Contractor within sixty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill etc., under the Contract and after receipt of "No Dues -No Claims" certificate from the Contractor with relation to the Contract.

6.0 INSURANCE

- 6.1 Comprehensive insurance (H & M, P & I, War & Risk etc.,) of the Dredger including their sub-systems and DCI personnel shall be arranged by DCI. However, in case of any mishap / incidents, filing the note of protest and processing the claims if any are to be done by the contractor on behalf of DCI.

The contractor is liable for insurance of all other aspects indicated below.

- 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 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).
- 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 effected in full.
- 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 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 which may become due to the contractor and recover the same as a debt due from the contractor.
- 6.8 In the event that the contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.

7. PAYMENT

- 7.1 The Contractor shall at, the end of each month (or part of the month whichever applicable) submit invoice in Original (Separate invoice for respective vessel), in quadruplicate for the lump sum monthly fee covering the period of preceding month, before 7th of every month to DCI Regional Offices concerned under which vessel is placed.
- 7.2 The Contractor shall also submit certified monthly reporting document, supporting documents, vouchers, receipts etc., along with the above bill(s)/invoices towards any purchase made for spares, HOTO repairs executed, and any other claims that are stated payable in the Tender

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document/ contract.

- 7.3 Such invoice(s)/bill(s) duly supported by all relevant documents will be paid within 30 days of receipt of invoice(s)/bill(s) after due verification and certification by concerned representative of DCI Regional / Project Offices (CPM / PIC). In case of any defect or shortfall or incomplete information in the invoice or supporting documents attached with the invoice, the period of 30 days will commence from such defect or shortfall or incomplete information are rectified /furnished to the satisfaction of DCI Regional Office concerned. However, no interest will be payable by DCI for any delayed / disputed payment / claims.
- 7.4 Any shortage or absenteeism in operational manning shall be duly accounted for by the Contractor at the time of submitting the invoice. Corresponding deductions on this account shall be mentioned by the Contractor in the billed amount, in accordance with the terms of the Contract.
- 7.5 Proof of Seamen's Provident Fund remittance and other recoveries of the Officers / Crew and payment wage slip must be attached to the Bill.
- 7.6 Notwithstanding anything to the contrary contained elsewhere in the Tender Document or any subsequent agreement, no interest shall be payable by DCI on any amount due to the Bidder/Contractor, whether by way of refund, payment, security deposit, performance guarantee, earnest money deposit, or otherwise, for any reason whatsoever, including delays in payment or settlement of claims.
8. **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.
- 9 **CHANGE ORDERS WITH RESPECT TO DREDGING ASSIGNMENTS**
- 9.1 The DCI may at any time, by a written order given to the Contractor, make changes with respect to dredging programme within the general scope of the Contract for the services to be provided by the Contractor.
- 9.2 However, contractor has to execute the instructions given by DCI without any extra cost to DCI.
10. **CONTRACT AMENDMENTS:** Subject to GCC Clause 11, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
11. **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.
12. **SUBCONTRACTS:** The Contractor shall not subcontract any part of the work without written permission of DCI.
13. **DELAYS IN THE CONTRACTOR'S PERFORMANCE**
- 13.1 The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the DCI from time to time as Time is the essence of this Contract.
- 13.2 If at any time during performance of the Contract, the Contractor encounters conditions impeding timely performance of Services, the Contractor shall promptly notify same day to DCI in writing of the fact of the delay, its likely duration and its cause(s). Upon receipt of such notice, DCI shall evaluate the situation and may, at its sole discretion, extend the Contractor's time for performance, with or without imposition of penalties, or take any other action deemed appropriate under the terms of the Contract. Failure to provide timely notice may result in the denial of any request for extension or relief related to such delay.
- 13.3 Except as provided under GCC Clause 13.2, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages

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pursuant to GCC Clause 14, unless an extension of time is agreed upon pursuant to GCC Clause 13.2 without the application of liquidated damages (LD).

14. LIQUIDATED DAMAGES (L.D)

Liquidated Damages for Non-Adherence to Dredging Programme:

- 14.1 The Contractor shall strictly adhere to the dredging programme as set out under Clause 45 of the Special Conditions of Contract (SCC). In the event of any failure or delay by the Contractor in achieving the specified dredging targets or milestones within the timelines prescribed therein, such failure shall constitute a breach of the Contractor's obligations under the Contract.
- 14.2 Without prejudice to any other rights or remedies available to DCI under the Contract or in law, the Contractor shall be liable to pay DCI, as liquidated and ascertained damages, and not by way of penalty, an amount equivalent to 0.5% (zero-point five percent) of the annual contract value for each day of delay, subject to a maximum of 10% (ten percent) of the contract value for the relevant contractual year. Further, contractual payment towards the non-performing days will not be made by DCI.
- 14.3 The said amount is agreed by the Parties to be a genuine pre-estimate of the loss and damage likely to be suffered by DCI as a result of such delay, and the Contractor hereby waives any objection to the same. The liquidated damages under this clause shall apply independently for each contractual year, and shall be without prejudice to DCI's right to:
- a) terminate the Contract in accordance with its terms;
 - b) recover actual damages, or
 - c) invoke performance security, where applicable.
- 14.4 Any recovery of liquidated damages may be affected by DCI by way of deduction from amounts due to the Contractor or otherwise in accordance with law.

15. PENALTY

- 15.1 Statutory Compliance with respect to manning of the Vessel as per Flag requirements has to be strictly maintained. Any breach of Statutory compliance (Minimum Safe Manning) is not allowed. In case of violation of Minimum Safe Manning Requirement by the Contractor, he will bear all the penalties, fines and fees which are imposed by DG Shipping Authorities. In this regard the Contractor shall indemnify DCI and its representatives from all the penalties, prosecutions and impositions Applicable as per DGS Order No.14 of 2022 dated 06.05.2022, and subsequent revisions issued thereafter.
- 15.2 The Contractor shall bear all the consequential losses due to detention of vessel for violation of MSMD, if any, and shall incur all statutory and classification charges that are implied thereof to re-instate the Ship's seaworthiness.
- 15.3 Contractor is liable to compensate all LDs and penalties imposed by the Ports / Dredging assignment, due to non-performance and non-operation of Dredgers Or due to non-operation of any of its Equipment, if any, attributable to contractor and the same will be recovered from monthly Invoices and BGs submitted by the Contractor.
- 15.4 In case of backing out by the contractor at any stage during the contract period i.e., including extension period, the entire EMD and Performance Security will be forfeited without any prejudice.

16. TERMINATION FOR DEFAULT

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

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16.2 If the Contractor fails to provide the service within 15 days, or within any extension thereof granted by the DCI pursuant to GCC Clause 14; or

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

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

16.3 For the purpose of this clause:

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

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

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

17. FORCE MAJEURE:

17.1 Notwithstanding the provisions of GCC Clauses 13, 14, 15 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.

17.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes.

17.3 If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof within 7 days. Unless otherwise directed by the DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17.4 If the performance of the Contract is wholly or substantially prevented or delayed by a Force Majeure event for a continuous period exceeding sixty (60) days, either Party shall have the right to terminate the Contract by giving fifteen (15) days’ written notice to the other Party. In the event of such termination, neither Party shall have any claim against the other for costs, damages, or compensation, except for payments due for services rendered or goods delivered prior to the effective date of termination.

18. TERMINATION FOR INSOLVENCY

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

19. TERMINATION FOR CONVENIENCE

The DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the

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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 90 days will be given. Similarly, the contractor reserves the right to terminate the contract without assigning any reason by providing 90 days notice. The contractor would be paid as per contract till the redelivery of the vessel to DCI.

20. SETTLEMENT OF DISPUTES

20.1 Excepted Matters

- (a) The decision of the Chief General Manager or Chief Financial Officer or any other Authority (as may be specified in this behalf in the Tender) shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications, designs and drawings and instructions concerning the works or the execution or failure to execute the same arising during the course of work and in the maintenance period. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor/supplier strictly in accordance with the instructions Chief General Manager or Chief Financial Officer. The above Excepted Matters are only illustrative and any new matter can be added or any matter given above can be deleted or modified at the discretion of DCIL.
- (b) On matters other than those referred to above as Excepted Matters or other than those which are stated to be final and binding on the contractor/supplier, if any dispute or difference arises between the DCIL and the contractor/supplier in connection with the contract or as to the rights and liabilities of the parties hereto, immediately after receipt of notice of dispute by either party, both parties shall first endeavor to resolve the dispute through negotiations through their authorized representatives.
- (c) Instead of direct negotiations or if direct negotiations fail, the disputing parties may opt for settlement of the dispute through third party mediation. Parties shall mutually agree to nominate a Mediator. The seat and venue of Mediation shall, preferably, be Visakhapatnam and the language shall be English.
- (d) Negotiation and/or Mediation shall be completed within a period of one hundred and twenty days from the from the day of commencement of negotiation or date of first appearance before the mediator, as applicable. This period may be extended for a further period as agreed by the parties, but not exceeding another one hundred and twenty days. The cost of mediation including Mediator's fees, logistics, boarding and lodging, travel, clerical charges and other expenditure, if any, will be shared by both the parties, equally.
- (e) If the matter is not resolved through Negotiation or Mediation within the time specified above, it can be referred by any of the parties for settlement through Arbitration if the value of the dispute is less than Rs. 10 Crores and if the value of the dispute is Rs.10 Crore or more the matter will be decided through adjudication by Commercial Court, Visakhapatnam. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher). In all other cases, arbitration shall not be a method of dispute resolution in the contract, unless specific approval is taken from the Managing Director & Chief Executive Officer for adopting Arbitration as a method for dispute resolution at the time of tender preparation itself. Arbitration will be as per the Arbitration and Conciliation Act, 1996 as amended from time to time

20.2 Arbitration Clause

- (a) Subject to Clause 20.1(e) above, on matters other than those referred to above as Excepted Matters or other than those which are stated to be final and binding on the contractor/supplier, if any dispute or difference arises between the DCIL and the contractor/supplier in connection with the contract or as to the rights and liabilities of the parties hereto, and if the matter cannot be settled through Negotiation or Mediation, the same shall be referred to arbitration by a sole Arbitrator appointed through mutual agreement between the parties and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act 1996. The parties may decide to appoint a three members Arbitration Tribunal in which case one arbitrator each will be nominated by the respective parties and the arbitrators, so nominated, will jointly appoint a presiding arbitrator.
- (b) The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof. The language of the Arbitration proceedings shall be English. The seat and venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract. Any arbitral award passed under Arbitration clause of the Tender/Contract, or otherwise, shall not carry any interest for the pre-reference and pendent lite period and the Arbitrator is precluded from awarding such interests.
- (c) Irrespective of the outcome of the Arbitration proceedings, the cost towards fees of the Arbitrator(s), his/their stay and transportation arrangements, venue and logistics arrangements will be equally shared by both the parties. The legal cost like advocates fees for pleadings, arguments, examination of witnesses, etc will be borne by the parties for their respective advocates/legal firms. Both parties shall enter into an agreement to this effect on the 1st Sitting of the Arbitration Proceedings after invocation of Arbitration.

20.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

21. LIMITATION OF LIABILITY:

Except in cases of gross negligence or willful misconduct, the Contractor shall not be liable to DCI, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, including but not limited to loss of use, loss of production, loss of profits, or interest costs. However, this exclusion of liability shall not apply to:

- (a) the Contractor's obligation to pay liquidated damages, where applicable under the terms of the Contract; or
- (b) any forfeiture of the Contractor's Performance Security, encashment Contractor's Bank Guarantee, or Additional Bank Guarantee, Security Deposit, or Earnest Money Deposit by the Employer as provided for under the Contract; or
- (c) any liability that cannot be excluded under applicable law.

22. GOVERNING LANGUAGE:

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

23. APPLICABLE LAW:

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

24. BACKING OUT FROM CONTRACT:

- 24.1 The bidder shall enclose a certificate in the prescribed format (Annexure-XII) that they have not backed out from any tender during last 03 (three) years after award of work. If the bidder has backed out any tender then its bid will be rejected and will be disqualified.
- 24.2 In case of backing out from the contract for any reasons including extension period by the contractor, the entire EMD, Performance security, Security deposit, etc. will be forfeited.

25. 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 Employees' 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 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.

26. TAXES AND DUTIES

- 26.1 The contractor shall pay all taxes, levies, duties, service tax etc., 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.
- 26.2 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 and payable by the contractor.
- 26.3 The GST will be reimbursed to the contractor subject to production of proof of payment made to the GST authorities. The GST amount as shown in the Tax Invoice must appear in the GSTR2B of DCIL to release the payment w.r.t. GST along with correct Tax invoice number and date of Invoice.

- 27. 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.

28. DEATH OF CONTRACTOR:

Contractor's heirs/representatives shall not have the right to continue to perform the duties or engagements of the contractor or under the contract in case of his death without the consent in writing of the Competent Authority of DCIL. In the event of the contractor, with such consent aforesaid, transferring his business and in the event of the contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of

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transferring its business to any persons or a company, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the contractor under this contract and be subject to his liabilities there under. Proof of death and other relevant documents to this effect shall be submitted to the DCI in writing. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, DCI shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

29. FORE-CLOSURE OF THE CONTRACT:

If at any time after award of the contract, DCI for any reason whatsoever does not require the whole or any part of the work to be carried out, DCI shall give 90 days notice in writing (email/letter/any other written mode) to that effect to the contractor. The contractor shall not have any claim for compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of such work. The contractor shall be paid charges at contract rate for the works executed.

30. DEBARRING AND BLACKLISTING OF FIRMS

- 30.1 Corporation may debar the bidder / Contractor / firm from participating in its tenders for a period of two years. However, this debarring will be valid for the particular Corporation only. For this purpose, a "show cause notice" will be given to the bidder / Contractor / firm indicating actions proposed and the grounds thereof and on receipt of the reply, appropriate order is passed.
- 30.2 For blacklisting the bidder / Contractor / firm from doing any business with Corporation, the procedures as per Rule 151 of GFR 2017 read with Department of Expenditure (DoE) Circular No.F1/20/2018-PPD or subsequent revisions issued by DoE shall be followed.
- 30.3 A bidder / Contractor / firm is liable to be blacklisted for following reasons:
- (a) It makes any false declaration to Government/ Corporation / Purchaser.
 - (b) It supplies goods of inferior quality or uninspected goods.
 - (c) It renders services (including after sales services and maintenance services) of inferior quality than the contracted ones.
 - (d) It fails to execute a contract or fails to execute it satisfactorily.
 - (e) It is declared bankrupt or insolvent.
 - (f) It adopts unethical business practices, not acceptable to the government, e.g. engages in cartel formation or quoting pool rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002 or deliberately attempts to pass inferior goods / services or short quantities or attempts to influence authorities who are engaged in decision making.
 - (g) Any other ground which, in the opinion of the Corporation, is not in public interest.

31. MAINTAINING SECRECY

The Contractor shall sign a declaration under the Official Secret Act-1923, for maintaining secrecy of the tender documents, drawings or other records taken over in connection with the work given to them.

32. NON-DISCLOSURE OF TENDER DOCUMENTS

Except with the written consent of Corporation, the Contractor shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

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SECTION -IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1. GENERAL:

Dredging Corporation of India Limited (DCI) a consortium of four major ports viz., Vishakhapatnam Port Authority, Paradeep Port Authority, Jawaharlal Nehru Port Authority and Kandla Port Authority having its Head Office at Visakhapatnam. DCI is a service oriented commercial organization meeting the dredging requirement of Major Ports and Maritime sectors of India. DCI's Trailer Suction Hopper Dredgers (TSHD's) "DCI Dredge-XII, XIV of 4500Cu.M hopper capacity each built by IHC in the year 1990 & 1991, DCI DREDGE XV, XVI & XVII of 7,400Cu.M hopper capacity each built by IHC in the year 1999,2000 &2001 respectively are presently working at various ports of India for attending Maintenance dredging works. The dredgers are maintained in good and to its intended operational condition by attending routine maintenance and undergoing dry-docking from time to time within planned schedules. The dredgers are in sea-worthy condition and performing the dredging operations to its optimum capacity satisfactorily. Now DCI intends to outsource the "Manning, Maintenance and Technical Management of DCI Dredge-XII, XIV, XV, XVI and XVII" at various ports of India and Coast.

2. CONTRACTOR'S SCOPE OF WORK

- 2.1 The technical details of DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII are given in Technical Specification.
- 2.2 Contractor shall maintain all the dredgers taken under this contract in compliance to all statutory requirements of ISM, ISPS, MLC regulations. Further, Contractor shall adhere to the requirements stated under the guidelines of DCI Integrated management system (ISO 9001:2015, ISO 14001: 2015), and as deemed necessary.
- 2.3 Posting of competent Ship staff (both officers and crew) meeting the safe manning and operational manning requirement of dredger including all formalities of repatriation, immigration till reporting of personnel onboard dredger. All necessary formalities of Sign-On & Sign-Off as well as statutory reporting of crew changes as per MMD / DGS circulars in vogue.
- 2.4 The Master and officers shall attend the task as described at Dredging programme. DCI will depute Owner's representative onboard throughout the Contract duration, on DCI account, to monitor the day to day activities of the contract and to operations of the dredger. Contractor to arrange suitable accommodation and food onboard at his cost.
- 2.5 DCI may, at its discretion, depute Office representatives on board the dredgers from time to time, for review performance of the contract. Contractor to arrange suitable accommodation and food onboard at his cost.
- 2.6 Operating the Dredger as per Dredging programme promulgated by RGM/CPM/PM of concerned Regional office / Project office. The Dredging programme is also subjected to be altered by the DCI, if situation warranted. However, the desired dredging targets/quantities for aforementioned dredgers while deployed at various ports is indicated in the Specifications, for strict compliance.
- 2.7 The Dredger has to be operated as per the OEM Maintenance manual / Instruction manuals / DCI laid down procedures/guidelines which are available on-board dredger.

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- 2.8 The contract document will contain the terms and conditions given under each chapter and other pertinent details.
- 2.9 Clearance of the Dredger at Ports, submitting Dredger's documents to Port Authorities for verification, arrangement of berths, pilotage etc.
- 2.10 Ensuring timely supply of fresh water to the Vessel during entire period of contract from time to time as per requirement.
- 2.11 Receipt of Bunkers (lubes and fuel) as per Dredger's requirement.
- 2.12 Submission of all reports (Daily Utilization Report, Daily Dredging Report, Weekly, Fortnightly, Monthly Performance & Repair updates, Quarterly, Half yearly & Annual etc.,) to DCI as per our ISM & IMS Requirements. The reporting formats will be given to the contractor at the time of Handing Over of the dredgers and during the course of contract.
- 2.13 All log books including Official log books, Oil record books, Deck & Engine room log books, Bell books etc .to be arranged, used, retained onboard to be handed over to DCI at the time of re-delivery of the dredger by the contractor.
- 2.14 The achievement of Operational Targets / production as per DCI Commitments Or as per DCI intimation shall be ensured.
- 2.15 **Preventive maintenance and Condition monitoring** (including oiling, greasing, painting, hull & machinery including dredging machinery) and troubleshooting identified faults of equipment, all its systems, Controls and all navigational equipment. Review of Spares & material ROB and ensuring timely procurement of spares, consumable stores, etc., to cater the requirement.
- 2.16 **Breakdown maintenance:** Contractor has to attend the breakdown repairs with minimum downtime. Record of cause of damage and defect rectification, Incident & analysis reports shall be maintained and produced to DCI.
- 2.17 **PLANNED MAINTENANCE (PMS)**
Contractor has to attend the planned maintenance as per guidelines of OEM in order to ensure the reliability of the equipment and achievement of desired production.
- 2.18 Comprehensive insurance of the Dredger including their sub-systems and DCI personnel shall be arranged by DCI. In case of any mishap / incidents the documentation and processing of the claims if any are to be promptly done by contractor on behalf of the DCI.
- 2.19 Contractor to provide round the clock watch and ward for security of the vessels and their equipment during operational / non-operational time and berthing places.
- 2.20 Contractor to provide Routine boat services essential to connect men and material from shore to dredger and back at respective place of deployment as per dredging programme at various ports in India to meet DCI client's dredging requirement.
- 2.21 Diving operations should be carried out during maintenance covering inspection of all underwater appendages and hopper spaces and ensure completion of full inspection within each quarter. In case of further requirement, the same should be carried as instructed by DCI. Diving report shall be submitted to DCI immediately on completion of maintenance. DCI reserves the right to deploy its own divers for underwater inspection if deemed necessary.
- 2.22 Execution of Drydock and repairs at Shipyards will be in the Scope of Contractor, however, identification of shipyard and incurrence of expenditure on drydock repairs will be in the scope of DCI. Contractor shall provide detailed equipment performance report & work specification for Drydock repairs 3 months prior to Dry-dock schedule for DCI's review and arrangements. DCI shall depute its representative, at its discretion, for overall supervision and on-site

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approvals.

- 2.23 Physical stock verification of ROB spares, stores, Fuel and Lubes onboard DCI Spares periodically as per DCI's requirement.
- 2.24 The Vessel shall always engage in lawful work & trades and shall on no occasion carry contraband or other unlawful merchandise on board or take part in any unlawful activity.

3. OFFICERS & CREW OF THE DREDGER

3.1 The number of Officers and crew to be placed on board for dredging operations and Manning of vessel shall be maintained as specified below, strictly meeting the directions of DCI.

Officers & Crew :

1. Master	- 1 Dredge Master Grade-I(Senior)/ Master FG/COS
2. Chief Officer	- 1 Dredge Master Grade-I/Chief Officer FG
3. 2 nd / 3 rd Officer	- 2 Dredge Master Grade-II/NWKO(NCV)
4. Dredge operators	- 3 OR 6 (As per Dredger arrangement)
5. CEO	- 1 MEO Class-I / Dredge Engineer Grade-I
6. 2EO	- 1 MEO Class-II / Dredge Engineer Grade-II
7. 3EO/4EO	- 3 MEO Class-IV
8. ETO / ELO	- 2 (Shall have at least 1 Year Dredger Exp.)
9. Fitter-Cum-Welder	- 2
10. Oiler / Motorman	- 3
11. Wiper / GPR	- 1
12. DTC	- 1
13. ETC	- 1
14. AB / SHM	- 3
15. OS / GPR	- 2
16. Chief Cook	- 1
17. GS	- 1

Total: AS PER VESSEL OPERATIONAL MANNING REQUIREMENTS

- 3.2 Between Master & Chief Officer, at least one of them should have Dredge grade certificate.
- 3.3 Either CEO or 2EO shall possess 01-year dredger experience
- 3.4 Master, Chief Officer, CEO and 2EO must have worked on vessels / Dredgers/ Other Ships of not less than **5800 KW & 8000 GRT** or TSHD of 7400 m³ hopper capacity.
- 3.5 Vessel must be meeting SMD at all times, but operational crew shall be maintained as specified at SI.No.3.1.
- 3.6 Officers & Crew age shall not be more than 60.
- 3.7 Shall have valid Indian CDC, and mandatory experience shall be counted based on CDC Entry only, sea service details should be entered in DGS Profile and made available to the owner.
- 3.8 At least two officers to have Indian **GMDSS GOC certificate** from MMD/DGS or Dedicated Radio Officer.
- 3.9 Staff should be possessing PPA (Personal Protective Aid) like Boiler suite, Safety shoes and Helmet, ear muffs / ear gear etc., as required for their nature of duties.
- 3.10 All Officers/Crew should have valid **Medical Fitness Certificate** from DG Shipping approved Doctor prior to board the vessel.
- 3.11 All Officers and Crew must be insured with a) life and b) personal accident insurance cover to the crew from IRDA (Insurance Regulatory and Development Authority) Approved insurance company.

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- 3.12 Seamen's Provident Fund, Gratuity, Welfare fund, Seamen's levy fee to be paid as per respective enactments.
- 3.13 Rules and regulations as laid by DG Shipping / Shipping Master / MMD to be strictly complied.
- 3.14 The officers and crew will have to be deployed by the contractor at place(s) indicated by the DCI for taking over of the vessel delivered at any port in India or abroad.
- 3.15 All Officers and ratings should possess all relevant valid certificates approved by D.G. Shipping at all times.
- 3.16 In case of non-compliance of Operational manning, the highest basic wage specified as per the Latest INSA-MUI agreement, NMB agreement in the particular grade of Officer or Crew member for the period vessel was short manned shall be remitted to DCI by the contractor or DCI will be at liberty to recover such amounts from subsequent Invoices of the contractor.
- 3.17 DCI has every right to ask for replacement of any crew whom he/his representative feels non-cooperative either to the HOD (TECH) or Ship Superintendent or his subordinate official in Manning of the vessel. A prior concurrence shall be obtained from DCI about posting and change of Officers & Crew onboard.
- 3.18 In addition to above indicated operational crew, DCI is entitled to post Trainee mariners (TMEs, DCs, TELOs, NCVTs) onboard as per its discretion, who shall be accommodated suitably. Stipend and VA for the Trainees will be paid by DCI as per INSA – MUI – NMB agreements. Posting of 4 to 5 trainees for each dredger per year shall be considered, as per DCI posting routine. Their insurance, wages will be paid by DCI.

4. OPERATIONAL BASE

- 4.1 The DCI Head office is situated at "DREDGE HOUSE", H B COLONY MAIN ROAD, SEETHAMMADHARA, VISAKHAPATNAM-530 022. ANDHRA PRADESH (INDIA), and its Regional Offices, Project Offices are situated at various ports in India. As the Dredgers are required to be deployed at various ports in India for attending the respective port dredging operations continuously, during certain period of time, it may become necessary to relieve or change the crew at any time. The contractor should provide a schedule of change of crew and its personnel to match the tentative Dredging programme.
- 4.2 Wage calculation shall commence from the day identified / approved Officers & crew are deployed onboard the vessel as per the directive of CORPORATION at designated port / yard.

4.3 DATE OF COMMENCEMENT OF WORK

The operations start from the date of delivery before which all pre-requisites like inventory of spares, stores, bunkers, lubes consumables etc. would be prepared and completed and dredger's crew reports at any Indian Port as designated by the owner for taking delivery of the Dredger. The date of delivery will be informed by the CORPORATION to the Contractor for commencing the operation.

4.4 BOARDING AND LODGING ON BOARD THE DREDGER

The Contractor shall provide boarding and lodging for the personnel (max two) authorized by the DCI or his authorized representative, other than the crew members of the Dredger to stay on board.

4.5 REIMBURSEMENTS

- 4.5.1 DCI agrees to reimburse the actual total costs of the following items after production of actual invoices/receipts, bills etc., duly certified by DCI Representative onboard/ashore. Such claims have to be approved by HOD (TECH) for reimbursement.

- (i) Spares will be reimbursable on production of original invoices.

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- (ii) Cost of repairs for non-operational equipment while handing over of vessel to Contractor as described at Clause no.5 below will be reimbursable.

4.5.2. In addition to the above, the owner may direct the Contractor to perform any other service directly connected with the operation of the Dredger not specifically mentioned in this agreement and agrees to pay a service charge as per mutual agreement and as per prevailing market rate and as per invoice/bill amount against the production of challans or receipts or invoices for such work.

4.6 DELIVERY & RE-DELIVERY OF DREDGER

4.6.1. The Dredger shall be delivered to the Contractor at any port in India / abroad. At the time of delivery, the Dredger shall be in good condition along with spares, tools and tackles and other equipment supplied by the DCI and in every respect sea worthy with all standard MMD and class certification valid and up to date and in good Manning order and afloat condition. The Contractor shall take delivery of Dredger as custodian in trust on behalf of the DCI.

4.6.2. In case of particular vessel undergoing Drydock or major repair works, the respective vessel shall be delivered/handed-over at the place where Drydock or major repair works are being carried out.

4.6.3. An inventory of the Dredger's entire requirements, Certificates, outfit, appliances, spares and stores shall be prepared by an independent surveyor appointed by the DCI and paid for by them in presence of the Contractor or their Representative at the time of delivery and by the same parties at the time of re-delivery. The cost of such surveys at delivery and re-delivery shall be borne by the DCI. Contractor pre-takeover team comprising of minimum 3 persons will be allowed to board & stay onboard for taking over the Vessel Inventory & process the documentation for HOTO (Handing Over Taking Over). Same will be followed towards redelivery of Vessel to DCI.

4.6.5. The Contractor shall pay any/all charges of repair and survey which are required to be carried out to bring the Dredger fully operational and in same good condition as at the time of delivery, normal wear and tear accepted. Any defects / damage identified during Delivery, same would be discussed mutually along with third party (class surveyor of IACS or consultancy arm of IACS class) for cost and time estimate. Contractor would be provided that extra time to repair those defects and during this period, there would not be any penalty applicable.

4.6.6. The delivery / handing-over of the Vessels by the CORPORATION and taking over of Vessels by the CONTRACTOR shall constitute the full performance by the DCI of all the DCI's obligations. There will be no liability whatsoever on DCI for any defect(s) after the vessel is handed over to the CONTRACTOR except for

- Non-operational equipment at the time of delivery/handing over which shall be dealt as per clause 5.0.

4.6.7. At the expiration of this Operation & Technical Management Contract period, the CONTRACTOR shall redeliver the Vessel to DCI at any port determined / indicated, in a safe berth as the CORPORATION may direct.

4.6.8. The Vessel shall be re-delivered to the CORPORATION by the CONTRACTOR in fully operational condition and in the same good condition / state / upgraded condition and class as that in which she was delivered by the CORPORATION to the Contractor, normal wear and tear (not affecting Class) accepted.

4.6.9. The vessel upon re-delivery by the CONTRACTOR shall have her survey cycles upto date

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and trading and class certificate valid for atleast 90days.

4.6.10. HOTO and Trials, as described in clause 5.0, shall be carried out after expiry of contract and be completed within five working days thereof.

4.7 **TIME FOR DELIVERY / HANDING-OVER**

4.7.1. The Vessel shall be delivered / handed-over to the CONTRACTOR by the CORPORATION within a period 60(Sixty) days (including HOTO & Trials) from date of LOA, alongwith completion of requirements stated at Clause no.4.3 of SCC.

4.7.2. HOTO and Trials shall be carried out prior to the delivery / handing-over of vessel, as described in clause 5.0 and shall be completed within 03days.

5. **HANDING OVER / TAKING OVER & TRIALS**

5.1 Handing and Taking over and Trials at the time of delivery & re-delivery of the vessel

a) A complete inventory of the vessel's entire equipment (operational and non- operational), outfit, spare parts, Bunkers, consumables, stores, outstanding PMS & surveys condition of class shall be prepared jointly by the CORPORATION & the CONTRACTOR in presence of Third-Party Inspector (TPI). The Inventory so prepared shall be binding on the CORPORATION and the CONTRACTOR. This process of inventory preparation to be done at the time of delivery and re-delivery of vessel, and will be termed as HOTO survey.

b) TPI will be appointed by the CORPORATION at its cost.

c) At the time of delivery and re-delivery of vessel basin and sea trials shall be conducted by the CONTRACTOR in the presence of TPI and CORPORATION'S representatives. The trial shall atleast include

i) Sea / Speed Trials (at 85% of MCR or Optimum Load observed at handing over)

ii) Dredging trials

d) Cost of sea trials/Dredging trials etc., to be on account of:

i) CORPORATION, while delivery time for such HOTO trials.

ii) CONTRACTOR, while re-delivery time for such HOTO trials.

5.2 No cannibalization of spares or equipment permitted for between Dredgers given for Operation & Technical Management to contractor.

5.3 The CONTRACTOR shall at the time of delivery takeover all bunkers, lubricating oil, water, paints, oils, greases, ropes and other consumable stores and spare parts onboard the said vessel.

5.4 At the time of delivery / handing-over of the vessel by the CORPORATION to the CONTRACTOR, the vessel shall be taken-over by the CONTRACTOR on as-is-where-is-basis with all inventories after HOTO survey. The CONTRACTOR shall be fully responsible for all costs incurred after takeover for maintenance and operations of the vessel without any limitation except for following:

i) Cost of repair / maintenance including spares for all equipment which are determined and agreed to be non-operational.

ii) Cost of repair / maintenance including spares for equipment having certificate with condition of class at the commencement of the Contract.

5.5 Contractor shall replenish the ROB of spares and consumables during re-delivery of dredger to DCI keeping the PMS routines due within the next three (03) months from the date of re-delivery, in order to ensure completion of all routines within the due date.

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- 5.6 Cost for repair / maintenance required to liquidate items in the category (i) & (ii), above shall also be worked out jointly by the CORPORATION & the CONTRACTOR in presence of Third Party Inspector. The CORPORATION shall either carryout repair/maintenance to liquidate items in the category (i) & (ii), above at its cost directly or authorize the CONTRACTOR to take-up this work.
- 5.7 The re-imbursement of spares required for repair shall be made as under;
- i) For imported items–FOB Dredger
 - ii) For indigenous items–Delivery to Dredger
 - iii) In addition to reimbursement of actual price against documentary proof, Insurance, freight, if applicable, will be paid as per actuals against relevant documents. Insurance shall be arranged by the CONTRACTOR.
 - iv) The repair cost for liquidating HOTO liabilities shall be reimbursed as actual cost.
- 5.8 At the time of re-delivery, a HOTO survey shall be carried out and the following repairs/survey shall also be on the CONTRACTOR's account:
- i) Repair of non-operational Equipment with spares.
 - ii) Repair / maintenance with stores & consumables required to liquidate pending PMS, pending COC & all surveys due at the time of redelivery. The cost of deployment of surveyor also to be borne by the CONTRACTOR.
- 5.9 The cost for (i) and (ii) above shall be reimbursed by the CONTRACTOR and can be recovered from any of the CONTRACTOR's dues/ performance bond. The recovery cost shall be worked out mutually during HOTO at the time of re-delivery. The recovery amount to include actual repair Cost
- 5.10 HOTO & trials at the time of delivery and redelivery shall be outside the contract period and any extension thereof and no payments either by the CORPORATION to the CONTRACTOR or by the CONTRACTOR to the CORPORATION shall be payable during this period except bunkers which shall be on account of the CORPORATION.
- 5.11 If consequent to HOTO (at the time of the delivery of the vessel by the CORPORATION to the CONTRACTOR), it is established that full/ partial operational capability of vessel or its constituent components are impaired due to HOTO defect(s), then same shall not attract any penalty till it is rectified in the time worked out jointly during HOTO as per clause 5.9 or till the next statutory dry dock whichever is earlier and during such period day rate shall continue to be payable by the CORPORATION.

6. INSPECTION AUDIT & DOCUMENTATION

- 6.1 The CORPORATION shall have the right at any time to inspect the Vessel or instruct a duly authorized surveyor(TPI)to carry out such inspection on their behalf to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained.
- 6.2 The CORPORATION shall have the right at any time to inspect the repair and maintenance of any equipment /machine /system under PMS/ breakdown maintenance/drydocking including installation and commissioning of new equipment /system on the Vessel or instruct a duly authorized surveyor (TPI)to carryout such inspection on their behalf to verify the quantum / quality of work in compliance with PMS/ OEMs/Class requirements /recommendations.
- 6.3 Major Maintenance of main machinery like Main Engines /Aux Engines etc., pending at the time of HOTO, shall be carried out under the supervision of OEMs with prior approval of DCI on Time

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and Cost estimates, for which the OEM charges will be reimbursed at actuals upon submission of Invoice.

- 6.4 The costs for such inspection shall be borne by the CORPORATION and the inspection shall not unreasonably hamper the operation of the vessel.
- 6.5 DCI's Inspection report may be shared with CONTRACTOR and all noted observations / deficiencies etc. must be attended on priority by CONTRACTOR in a mutually agreed time by CONTRACTOR and CORPORATION. CONTRACTOR to provide proper close out along with documentary proof in time bound manner. In event of Contractor not carrying out the repair works to the satisfaction of CORPORATION, the CORPORATION reserves the right to put the vessel under downtime.
- 6.6 All Health, Safety & Environment related incidents, near misses occurring to the Vessel shall immediately be reported in writing to the CORPORATION and the CONTRACTOR shall, whenever required by the CORPORATION, furnish them with full information in writing regarding any casualties or other accidents or damage to the Vessel.
- 6.7 The CONTRACTOR to carry out:
- i. Half-yearly Operational Audit of Marine systems and special audit enquiry in case of any marine related accident / near misses / major system failure (first hand copy of such report should directly be made available to the CORPORATION by the CONTRACTOR).
 - ii. The Contractor to provide standard operating manuals, safety manuals and contingency plans. One copy of these documents will be made available to the CORPORATION within three months of commencement of contract.

7. BASE PORT

- 7.1 DCI being a service oriented commercial organization its dredgers are likely to deploy as per its client's dredging requirement at any port or maritime organization anywhere in the coastal region of Indian waters.
- 7.2 The Dredger is required to operate anywhere in offshore India, and undertake voyages as required to proceed to such area of operation as directed by the DCI. Besides the base port, the Dredger may be stationed at any other Indian Port/ for any period within the currency of the agreement adhering to the Dredging programme projected for the Dredger by the DCI. The Contractor shall be responsible for manning, operation, maintenance and repairs of the Dredger from such Port(s) without any extra cost to the DCI.

8. SCOPE OF DREDGER OPERATION.

- 8.1 To operate the Dredger with the Master and other officers and crew, replacement of crew and payment of wages and all establishment matters related to the Dredger. The minimum number of Officers and crew to be deployed by the Contractor shall be as per safe manning approval by MMD. However, operational manning as per Clause 3 of SCC to be maintained at all operational times.
- 8.2 The Master is to execute the Dredging programme in accordance with the instructions from DCI or his authorized representative. He will be responsible for safety of the Dredger and personnel on board. All Officers and ratings should possess all relevant valid certificates approved by D.G. Shipping at all times. The Contractor shall accommodate additional personnel as directed by DCI and arrange appropriate accommodation as per their status.
- 8.3 The Contractor shall employ qualified, experienced (as specified by the concerned authorities) and competent people to ensure smooth operation, and safety of the Dredger and ensure that their minimum requirements as laid down by concerned authorities are met with.

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9. HOUSE KEEPING

- 9.1 The entire Dredger, its systems, cabins, decks, galley, mess room and all components will have to be kept neat & tidy, clean and serviced regularly. All housekeeping tools and consumables will have to be provided by the Contractor.
- 9.2 Whenever necessary, minor carpentry, painting and plumbing will also have to be done. The toiletry utilities like buckets, cleaning materials for bathroom etc. by the contractor will have to be replaced periodically by the Contractor.
- 9.3 While handing over, the ship will contain three sets of linen. Bed and bath linen and contractor should maintain the same properly. Very old / damaged linen to be replaced.
- 9.4 The bed should be maintained whenever any damage occurs, the bed materials need to be replaced if the DCI or his representative asks to do so.

10. CATERING TO DCI AND HIS REPRESENTATIVES ONBOARD

The contractor will provide the food and other beverages to the DCI and his representatives on board and the cost should include in the annual rate.

11. MAINTENANCE AND REPAIR WORKS

- 11.1 The Contractor is to maintain and carry out the repairs of the ship (Hull, Engine room machinery, electrical, navigational and dredging machinery) and all the systems in the dredger either directly or by engaging authorized Service Engineers of the respective systems with the consent of HOD (Tech). These systems covering drag head to hopper, engine room, pump room machinery, navigational and communication equipment, winches, all furniture, galley equipment etc. and other items such as windowpanes, glass etc. The lubricants, grease shall be supplied by DCI, The Dredger Manning repairs and routine maintenance works are to be carried out as per relevant equipment manuals available on board.
- 11.2 The contractor shall appoint Technical Manager and Personnel for establishing and maintaining PMC from the date of signing the contract who will interact with concerned Department Heads and other officials of DCI in connection with operation of this contract for day to day works.
- 11.3 The Contractor should ensure adequate maintenance of ship and all systems.
- 11.4 Monthly submission of performance report of all systems in the Dredger including production guarantee during dredging operations performed at particular project / port for which the applicable production guarantee shall be informed in advance prior to commencement of such project / port works
- 11.5 Only conditional monitoring of lubrication oil of all major machineries

12. MONITORING INSURANCE COVER ASPECTS

- 12.1 Comprehensive insurance of the Dredger including their sub-systems and DCI personnel shall be arranged by DCI. However, in case of any mishap / incident necessary documentation towards claims, if any is to be done by contractor on behalf of the DCI.
- 12.2 As P & I Insurance shall cover all the dredger crew also, the Contractor will be added to DCI Policy as Co-insurer. The charges for P & I Cover will be recovered from the Invoices of Contractor at actuals.

13. COMMUNICATION

The satellite telephone/fax/e-mail, as the case may be, will be within the overall control of Master and he should maintain a log book for all calls/messages originated from the Dredger.

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14. STATUTORY REQUIREMENT

- 14.1 The Dredger shall be employed in such lawful activities in the operational areas of Indian waters/.
- 14.2 During the tenure of this Agreement, nothing unlawful shall be done by the Contractor in the dredger and the Dredger shall be employed in such lawful activities in the operational areas of off shore Indian waters.
- 14.3 During the tenure of this agreement, nothing shall be done in contrast to any law, act and/or rules/regulations, there under, or any amendment thereof governing inter-alia sea- customs, International Maritime Law etc, "Stowaways", foreign exchange, marine pollution and national security.

15. CONTRACTOR'S DUTIES / OBLIGATIONS

The Contractor's duties and obligations are detailed in scope of work, terms and conditions and dredging programs and shall include, inter-alia, manning, operation, victualling, repair, maintenance and provisioning of the Dredger, with a view to provide round the clock logistics supports services to the DCI's operational requirement. The Contractor shall keep the Dredger in good Manning order and condition and in substantially the same condition in which it was received from the DCI. The complete inventory of the Dredger's entire equipment, outfit, fixture appliances and all stores and spares, are to be maintained at all time during the Agreement and any extension thereof.

16. CONTRACTOR'S OBLIGATION TO MAINTAIN RECORDS

The CONTRACTOR shall maintain a complete and correct set of records of all Operations, Log Books, and other information on the basis of which the CONTRACTOR has preferred or may prefer its claim and draw the invoices accordingly on the CORPORATION. The CORPORATION reserves to itself the right to inspect and audit any and all such records where it feels necessary to do so to admit and / or deny the claim of the CONTRACTOR. It is however understood and agreed that such an inspection or audit shall be conducted by the CORPORATION within four (4) years of the date of payment of any invoice or claim. Should as a result of such inspection or audit referred to above the CORPORATION is of the opinion that a prima-facie case exists for adjustments by granting and/or making payment, such adjustment shall be made by the CONTRACTOR to the CORPORATION accordingly.

17. WORKING HOURS

The Contractors shall be responsible for the operation as mentioned in this agreement round-the-clock including Sundays/Holidays and other closed/public holidays throughout the currency of this agreement and any extension thereof.

18. OPERATIONS

- 18.1 The Contractor shall be required to confirm the availability of Master, Officers and crew on board the Dredger as required by Merchant Shipping Act, 1958, and as amended subsequently and/or relevant National, International Maritime Acts as applicable to provide un-interrupted operation of the Dredger round the clock throughout the period of this Agreement or any extension thereof.
- 18.2 The Master, CEO and crew shall be experienced, trained and competent to man, operate and maintain supervisory repairs to the satisfaction of the DCI, and also must invariably be in possession of requisite valid certificate of competency in accordance with the applicable law enforced by the DG Shipping or equivalent certificates from any other country recognized and approved by DG Shipping. The crew should also have training and experience in firefighting to

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meet any eventuality that may arise on board the Dredger or otherwise.

- 18.3 The Contractor shall be responsible for all operations, including, but not limited to full maintenance and upkeep of the Dredger and its equipment (including on board spares and stores) and for carrying out repairs to hull machinery including dredging machinery, electrical/electronic equipment and facilities on the Dredger, regular cleaning of ship's linen and furnishings as required by the DCI, classification surveyors and to maintain the Dredger in good condition, cleaned and painted and in efficient Manning condition during the currency of this Agreement.
- 18.4 The Contractor shall be responsible for all periodical surveys and renewal / endorsements of various certificates from competent authorities, deemed necessary for operation of Dredger under existing laws, rules and regulations of Govt. of India, classification societies, and any other organization required by law / underwriters including any amendments thereof.
- 18.5 The Contractor shall exclusively own all liabilities for and in respect of the Master, CEO and crew deployed by the Contractor pertaining to their salaries, victuals, medical facilities, insurance coverage and any other requirement pertaining to the Master, CEO and Crew, including their transport onshore / Offshore, laundry, welfare expenses, laundry of linen and furnishings etc.
- 18.6 In the performance of its obligations under this Agreement, the Contractor shall be deemed to be an independent contractor and neither of their employees nor the Master nor crew of the Dredger shall be deemed to be servants, agents or employees of the DCI, under any circumstances.
- 18.7 The Contractor shall carry out all related jobs required to operate the Dredger which will include inter-alia navigational equipment maintenance, handling of cargo on deck, receiving water, fuel into the tanks, be the case including handling lifting gears, slinging, protection of cargo on deck, provision in cold room/cool room, external and on board or any other job warranted by the circumstances.
- 18.8 The Contractor shall attend to all port and customs formalities obtain port clearance. The Contractor shall pay all port dues at all port (s). Such payments shall be reimbursed to the Contractor at actual submission of relevant original invoices/bills duly certified by DCI Project In-charge /CPM.
- 18.9 The Contractor shall be responsible for maintenance of daily deck and engine log books and submit the same to the DCI every month by the 5th of the following month. In addition, monthly consumption of fuel and lubrication oil indicating receipts, consumption and balance on board to be submitted along with the log books duly signed by the Master and Chief Engineer of the Dredger and DCI's representatives who were on board during that period.
- 18.10 The Contractor shall be responsible for maintenance and Project Management cell for DCI Dredge XII, XIV, XV, XVI, XVII, as per schedule and as per the details of work to be carried out which includes maintenance of shore to ship communication, qualified experienced staff with marine background.
- 19. SAVING OF LIFE AT SEA**
The vessel shall not deviate at sea from the service of the CORPORATION without express prior approval of the CORPORATION except for the purpose of saving life at sea, provided however that notice of such deviation is given as soon as possible.

20. POLLUTION AND CONTAMINATION

Notwithstanding anything to the contrary contained herein it is understood and agreed by and between the CONTRACTOR and the CORPORATION that the responsibility for pollution or contamination shall be as follows:

- a. The CONTRACTOR shall assume all responsibility for clearing up and containing pollution or contamination which originates from the vessel from spills of fuels, lubricants, ballast, bilge and garbage etc., wholly in the possession and control and directly associated with vessel taken over by CONTRACTOR.
- b. The CORPORATION shall assume all responsibility for (including control and removal of the pollution involved) and shall protect, defend and save the CONTRACTOR harmless from and against all claims demands and causes of action of every kind and nature arising from all pollution or contamination, other than that described in (a) above which may occur during the term of Agreement, or as a result of the CORPORATION's regular Operations.

21. PARTICULARS OF THE DREDGER PERSONNEL

The Contractor shall submit to the DCI all particulars/bio-data including passport details of the Dredger's Master, Officers and crew along with the tender and any change during the taking over the vessel shall be intimated to the DCI in advance. Any further changes shall be intimated to DCI along with the monthly invoices/reports, thereafter.

22. REPLACEMENT OF THE DREDGER'S PERSONNEL

- 22.1 The DCI may at any time request the Contractor to replace any member of the crew (including its Master) as indicated in this Agreement, if the DCI has reasonable ground to come to the conclusion that any crew member (inclusive of the Master) is professionally not up to the mark and might jeopardize safety of the Dredger and personnel on board or is otherwise undesirable due to such behavior towards the -representative of the DCI in offshore or in base port which may cause acute embarrassment to DCI.
- 22.2 Such request by the DCI shall be made in writing to the Contractor who shall be obliged to accept such request and shall forthwith take necessary steps to replace the said person and provide suitable substitute within seven (7) days from the date of such request made in writing. If such person is not replaced by a substitute by the Contractor within the said seven (7) days period, the DCI shall have the right to reduce daily rate payable to the Contractor under this Agreement by Rupees twenty thousand (Rs.20,000) per day per person. It is hereby agreed that the person replaced as provided above shall not be re- employed by the Contractor without prior written consent of the DCI.

23. WATCH & WARD

The Contractor should ensure adequate safety to the Dredger and its contents. He has to post watch and ward personnel at each calling port whether working or berthing places to ensure adequate security to the Dredger and all items in the Dredger. Any loss of material should be reported immediately to the DCI and an insurance claim has to be made for the lost items.

24. UPKEEP (MAINTENANCE) OF THE DREDGER

The upkeep of the Dredger shall be the prime and exclusive responsibility of the Contractor. The Contractor shall ensure that the Dredger is always safe, seaworthy and in good condition to the entire satisfaction of the DCI, the classification society and the statutory surveyors.

25. SCHEDULING

Without affecting the general obligation provided in the foregoing clause the Contractor shall be responsible for the following in particulars:

- i. To Plan and implement a suitable preventive maintenance schedule for minimizing break

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down of machinery in order to ensure the operational availability of all equipment for a maximum period, and submit the same to the DCI for approval within 60 days from the date Dredger is handed over to the Contractor and every month thereafter.

- ii. To Plan and keep stand-by various requirement of all types of spares, stores, specialized equipment tools and services required for specific job, and various types of consumables items required for operations.

26. SUPPLY OF FRESH WATER

The contractor shall ensure optimum utilization of fresh water in the entire period of contract. The fresh water is to be supplied to the dredger generally during maintenance or as per requirement of the dredger. Fresh water supply and cost is on contractor account.

27. BUNKERING OF DREDGER

- 27.1 The bunkering shall be supplied by DCI as per requirement and the contractor has to inform at least 15 days in advance about the bunker requirement.
- 27.2 The contractor should make sure, bunkering take place in time so that dredger is available for continuous operations or sailing to other port.
- 27.3 The log book containing the daily fuel level on board should be strictly maintained and a report on daily and monthly fuel consumption of the dredger will have to be submitted to DCI.
- 27.4 The stock on board will have to be certified by Master, Chief Engineer and DCI representative before and after bunkering.
- 27.5 DCI would conduct Stock verification of Fuel and Lubes onboard in Monthly Intervals to confirm proper reporting of consumptions, through 3rd Party inspection / survey preferably on last date of every month.
- 27.6 Apart from above, a 3rd party bunker survey will be carried out by DCI at the time of delivery of fuel (during bunkering).

28. LUBRICANTS

- 28.1 DCI shall supply all required lubricants, grease and other items required for maintenance of the systems in the dredger.
- 28.2 The contractor should intimate the requirement of lubricants etc. 30 days in advance
- 28.3 In special circumstances, the lubricants have to be arranged by the contractor from Public Sector Oil Marketing Companies and shall be reimbursed by DCI on production of original invoices/receipts.
- 28.4 The waste oil accumulated in bilge tanks & various locations and empty lube oil drums are to be disposed of, time to time to Port approved vendors as per DGS guidelines only by observing environmental norms.

29. SPARES & STORES

- 29.1 All stores, regular material and safety material items required for smooth operation of all equipment and compliance of Statutory regulations shall be procured and maintained by Contractor at his own cost, and hence, deemed inclusive in Contractor's quote.
- 29.2 The day to day consumable stores like Bolts & nuts, Bearings, O-rings, Paints, Hydraulic hoses, Dredging Wire Ropes, Mooring ropes, PP ropes, Cotton rags, Grease, Cadmium compound, Minor tools, etc., for Maintenance of Systems & sub systems including dredging machinery shall become part of the supply and inclusive of Contractor's Quote. Linen, Crockery, Stores required for upkeep and day to day maintenance of the vessel shall be

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inclusive in the quote.

- 29.3 Procurement of Parts & Components for the Dredger's Equipment will be termed as Spares for present Contract, and are admitted by DCI for reimbursement of cost at actuals:
- 29.4 The cost of spares purchased shall be reimbursed subject to production of original invoices and certified by Master, Chief Engineer Officer and DCI representative on board. The spares are to be procured from OEM only.
- 29.5 It is the responsibility of the Contractor to post the ERP entries (Microsoft Dynamics 365) of spares received onboard and spares consumed from time to time, in order to meet the documentary and administrative requirements of DCI. Necessary training, if any, shall be imparted by DCI.
- 29.6 Certification for spares received onboard and spares consumed onboard shall be obtained from DCI Representative posted on the vessel, thereafter to be countersigned by respective DCI Project office / Regional office. Signed copies of spare procurement and spare consumption shall be produced to DCI for admittance of spare cost reimbursement bills / material invoices.
- 29.7 In support of consumption of spares procured, the used / removed spare parts shall be listed and handed over to concerned Project Office / Regional office and certification to be obtained, for entry of consumption in DCI book of Accounts. In case of failure to obtain certification for consumption or lapses by Contractor thereof, all such spares shall be made available in the physical stock onboard dredger at the cost of Contractor while re-delivery of vessel.

30. REVALIDATION OF STATUTORY CERTIFICATES

The Contractor shall also arrange for revalidation of different class and statutory certificates of the Dredger as and when required. Statutory Fee for Surveys & certification on account of Contractor. All repairs that necessitate for compliance of Surveys & certification shall be borne by Contractor at his own cost.

31. LSA & FFA ITEMS

LSA&FFA items as per vessel requirement shall be arranged by Contractor. The contractor has to service and maintain all the LSA/FFA items for surveys at his own cost.

32. LOG BOOKS & NAVIGATIONAL CHARTS

DCI shall supply all log books, tide tables, nautical publications, Navigational Charts and Contractor has to update the notifications periodically

33. DCI OBLIGATIONS

- 33.1 Dredging areas and depths to be achieved with time limit for completion of each zone or area to be furnished Project / Port wise before start of the particular Project / Port and monitoring aspects to be included in detail
- 33.2 Make available drawings, manuals and literature of the Dredger, if available, to the Contractor as and when required for carrying out his obligation here in after
- 33.3 Providing logistical support to the Contractor at his cost without any commitment, in obtaining clearance from Govt. agencies to import spares and such other assistance permissible under law of the land
- 33.4 Providing support to the Contractor in obtaining port clearance for operation of the Dredger.

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34. TAXES

- 34.1 **Personnel**- Any taxes assessed on employees of the Contractor and/or his sub-contractor based on income earned in the performance of work under this Agreement shall be the responsibility of the Contractor and/or employees, and not of the DCI.
- 34.2 **Corporate**: Any taxes assessed on the income of the Contractor shall be the responsibility of the Contractor and paid by the Contractor. The DCI may, however, deduct income-tax at source in accordance with Indian Income tax Act and Rules.
- 34.3 Any other taxes and duties, as applicable under this Agreement shall be paid by the Contractor.
- 34.4 GST as applicable will be reimbursed at the prevailing rate by the DCI on production of GST remitted receipt.
- 34.5 TDS as applicable will be deducted by DCI.

35. DOWNTIME

- 35.1 The contractor shall be allowed down time of three days in a month subject to maximum of 36 days per operating year for maintenance/repair, bunkering etc., of the dredger. In addition to above another 29 days is allowed as contingency to meet unforeseen requirements. For this allowable /permissible down time, the contractor will be paid normal day rate or pro-rata thereof. The contractor shall take DCI's prior approval for availing down time. The down time is non-cumulative beyond 65 days in an operating year.
- 35.2 If the dredger is non-operational for reasons of breakdown/maintenance/repairs more than the specified down time in a calendar year due to contractor's fault, penalty as specified in clause 3.0 SCC of per day for exceeding the down time limit shall be deducted from contractor's bill.

36. CONSEQUENTIAL DAMAGES:

Neither DCI nor Contractor shall have any claim against each other for any consequential damages

37. PERFORMANCE SECURITY

- 37.1 At the time of execution of this Agreement, the Contractor shall submit an irrevocable bank guarantee as per **Annexure-IV** on a Nationalized Bank acceptable to DCI equivalent to 10% of the Contract Value for the initial period of the contract. In case the contract is further extended for two years, sum equal to 10% of the contract value for the extended period of contract shall be deposited within 15 days after receiving a letter of extension of contract from DCI.
- 37.2 The agreement shall become operative only upon receipt and acceptance of the above bank guarantee by the DCI. Within Fifteen (15) days from the date of notification of award from the DCI, the successful Bidder shall furnish the performance security as per **Annexure-IV**, in the Performance Security Form provided in the Bidding Documents.
- 37.3 Performance of the Contractor will be judged by the DCI for the competence of the Master and Crew in handling the Dredger and also preventive maintenance, carrying out routine and emergency repairs in shortest possible time, keeping the Dredger in a seaworthy condition during the tenure of this agreement.
- 37.4 The Contractor shall have the use of all outfit, equipment and appliances now on board the Dredger without extra cost provided the same or their substantial equivalent shall be returned to the DCI on redelivery in the same good order and conditions as and when received, ordinary wear and tear accepted.
- 37.5 In the event the Contractor fails to return the items mentioned in Para 37.4 above in a

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satisfactory condition, the DCI reserves the right to recover the cost of such of the damaged/missing items from the monthly bills as well as from the Performance Guarantee. This shall be without prejudice to all the other rights and remedies available to the DCI, under the terms of this agreement.

37.6 The performance guarantee shall be extended by the Contractors as advised by the DCI for the corresponding period of extension of the contract beyond the primary term.

38. Additional Bank Guarantee (BG):

38.1 The bidder shall furnish Additional Bank Guarantee for an amount of Rs.25,00,00,000/- (Rupees Twenty Five Crore only) towards safety, security, hull and machinery damages, repairs, maintenance of dredgers /assets taken over and to ensure proper running condition of dredgers during contract period, since the DCI assets handed over under this contract are worth of High Cost.

38.2 The additional Bank Guarantee shall be submitted in the prescribed Format indicated at **Annexure-XVI**, from any of the Nationalized bank. The BG should bear the Tender No. and name of the work for future references.

38.3 The BG and Additional BG should be valid for a period of 90 days beyond completion of Contract, including extended period, if any.

38.4 Performance Security shall be forfeited/ BG for Performance Security shall be encashed if the contractor fails to comply with the conditions of the contract. Apart from the above, the additional bank guarantee shall also be encashed in the event of detention of the vessel by Flag State Authorities (Directorate General of Shipping/Mercantile Marine Department), major breakdown to any of Dredger equipment / damage to hull / under water damages due to fault of ship staff / contractor OR recovery of repair cost or part thereof which is not covered / compensated by the insurance.

39. INSURANCE

39.1 The Contractor shall at his own expense take out workmen's compensation insurance and employee liability insurance as required by law. Contractor shall obtain from his underwriters of such insurance a waiver of subrogation in favour of DCI. DCI will obtain a waiver of subrogation in favour of Contractor and his employees from underwriter of any insurance carried by DCI applicable to the Agreement.

39.2 The DCI shall insure with the Contractor as co-insurer of the Dredger for hull and machinery, cargo and passengers, suitably. The entire premium in this regard shall be paid by the DCI.

40. TERMINATION

40.1 In the event of the Contractor going into liquidation or winding up his business or making arrangement with his creditors, this agreement shall stand if so facto terminated from the date of occurrence of such event. This termination shall be without prejudice to any other rights to remedies, available to the DCI under this Agreement.

40.2 In the event of DCI deciding to wind up the operations of the Dredgers due to technical or other reasons, the contract shall stand terminated.

40.3 In the event of any breach of terms and conditions of this Agreement or unsatisfactory performance of the Contractor, the DCI shall have the right to terminate the Agreement forthwith. The decision of the DCI under this clause shall be final.

40.4 The DCI reserves his right to terminate the Agreement at any time by giving 90 days notice in writing to the other party without assigning any reason whatsoever.

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40.5 In the event the Contractor becomes insolvent and assigns its interest under this contract agreement for the benefit of creditors or is adjudged bankrupt, the contract shall stand terminated forthwith

40.6 If the Dredger is in-operative and is not made available to the DCI for its use for 30 continuous days, the DCI at his option can terminate this Agreement without giving 90 days notice.

41. ASSIGNMENT

The contractor shall not except without the express prior approval in writing of the commission, transfer sub-contract or assign his obligations or any benefit or interest in the contracts or any part thereof in any manner, whatsoever. Any such assignment shall not absolve the contractor from this obligation and responsibilities under this contract

42. INTERPRETATION

The titles and readings of the sections in this Agreement are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provision of this agreement.

43. SEVERABILITY

Should any provision of this Agreement be found to be invalid, illegal or otherwise unenforceable by any court of law, such findings shall not affect the remaining provisions hereof and they shall remain binding on the parties hereto.

44. LIABILITY AND INDEMNITY

The Contractor shall indemnify, defend, and hold harmless DCI, its officers, employees, agents, representatives, authorized personnel on board the Dredger, contractors, and sub-contractors (collectively, the "Indemnified Parties") from and against any and all claims, demands, proceedings, losses, liabilities, damages, costs, charges, and expenses (including reasonable legal fees and disbursements) arising out of or in connection with:

- (a) personal injury, illness, or death of any personnel of the Contractor or its subcontractors;
- (b) loss of or damage to any property belonging to the Contractor, its personnel, or third parties; and
- (c) any act, omission, or negligence (whether direct or contributory) in connection with the performance of the Contractor's obligations under this Contract.

Such indemnification shall apply irrespective of the cause of such claims or losses, and regardless of any negligence or fault on the part of any of the Indemnified Parties.

This obligation to indemnify shall remain in full force and effect throughout the duration of the Contract and shall survive its termination or expiry.

45. DREDGING PROGRAMME

During the contract period the Dredger should meet the target of 317 operational days Out of 365 days in a year. The 48 Days duration can be utilized for R&M works, Bunkering Etc. (down time) considering 4 days per month. The target operational days to be achieved from the date of taking over of the vessel. LD will be levied as stated at clause No.14 of GCC. In case if the Dredger is taken for Dry Dock/Lay-up, the number of days utilized for such purpose shall be deducted from the target operational days.

Miscellaneous Activities: The following activities are also to be attended:

45.1 Operating crane as required for loading and unloading of the stores, material / equipment into the Dredger from shore to Dredger and back.

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45.2 The Dredger may be required to sail from one port to other port depending upon the dredging requirement of DCI clients. Hence the Dredger is required to sail at a very short notice of about **24 hrs. to 48Hrs.**

45.3 In addition to the above, management of Project Management cell at the headquarter office for DCI Dredge XII, XIV, XV, XVI & XVII.

46. PROJECT MANAGEMENT CELL (PMC)

46.1 Project Management Cell (PMC) to be established and shall consist of an experienced Dredging Superintendent holding **Dredge Master Grade-I** and Two Technical superintendents (HQ) holding **MEO Class-I** with min. three (03) year experience at sea and at least three years' experience as Technical Manager/ Superintendent ashore. Nodal Person for all the correspondence to be designated.

46.2 The CONTRACTOR shall be required to submit the resumes and certificate copies of above key personnel for approval one week before their mobilization for work. However, validity of Certificate of Competency is not mandatory.

46.3 PMC staff will process all the cases pertaining to the Dredger and should be fully conversant with all requirements for smooth operation and Manning of the Dredger. The PMC should monitor, scrutinize all ships requirements projected in the form of indents and work/repairs specifications/requisitions and assist DCI to process their approvals.

46.4 The PMC to ensure that all the routine maintenance task and statutory surveys, ISM audit, monitoring etc., are carried out methodically and timely by the Dredger's crew/contractor on behalf of the DCI.

46.5 The PMC will be required to attend regular operational meetings and other meetings as called by the CORPORATION without any additional cost. The absence of key personnel from such meetings, without prior approval from CORPORATION, shall be considered as crew shortage and will be treated as per 3.16 of GCC.

46.6 Apart from PMC, Contractor shall post their representative who shall always be present at DCI Head office and shall be reporting to CGM appraising on work execution on daily basis.

47. REPLACEMENT OF MEDICINES

A list of medicines as per medical attendance rules, as amended thereafter will have to be procured and maintained onboard as per the P.H.O norms.

48. CLEARANCE OF DREDGER AT PORTS, SUBMITTING DREDGER'S DOCUMENTS TO PORT AUTHORITIES ARRANGEMENT OF BERTHS & PILOTAGE ETC.

The Contractor shall be responsible for obtaining port clearance, arrangement of berths, pilotage (where required) at each calling port and shall maintain stay of the Dredger in ports for the stipulated period in the Dredging programmer. No delay on account of the above is permitted except the ones which are beyond the control of the Contractor. The contractor shall be responsible for clearing of men and material that will be embarking and disembarking through customs and security.

49. ISM – CODE MANGEMENT

The contractor shall manage the ISM on board and ashore in respect of DCI Dredge XII, XIV, XV, XVI, XVII. Statutory charges by the appropriate authority, surveyor's expenses for travel/boarding/lodging shall be in his account. Periodical internal audit has to be carried out at the contractor's own cost and no separate claim on this account will be entertained.

50. AGENCY WORK

Agency fee is applicable where the contractor is required to liaise with the local port authorities for port related requirements like arranging fresh water, bunkers berthing, pilotage and weighment of materials etc., and same shall be included in the contractors quote and is to his account.

51. RECOVERY OF EXCESS PAYMENTS

In the event that any excess payment is made to the Contractor under this Contract, whether as a result of arithmetical error, miscalculation, oversight, misrepresentation, or otherwise, and such excess is detected at any time during the currency of the Contract or thereafter, DCI shall have the right to recover the amount of such excess payment from the Contractor.

Such recovery may be effected by:

- (i) deduction from any amounts due or becoming due to the Contractor under this Contract;
- (ii) adjustment against any amounts payable to the Contractor under any other current or future contract with DCI;
- (iii) invoking of Performance Security or any other security deposit or Bank Guarantee held under the Contract; initiation of legal proceedings for recovery of such amount as a debt due to DCI.
- (iv) The Contractor shall not dispute such recovery on the ground that the excess payment was not discovered or communicated earlier.

52. SUNKEN EQUIPMENT

52.1 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 Competent Authority and Contractor shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as port/ DCI may direct.

52.2 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.

52.3 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.

52.4 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.

53. INTERCHANGEABILITY / SUBSTITUTION OF DREDGERS UNDER CONTRACT:

53.1 This contractor shall summarily agree for substitution / interchangeability of DCI Dredgers that are offered under this Contract with other DCI Dredgers that are operating with equivalent Safe Manning as well as operational manning, as per DCI's proposition in order to meet the Port's / Clients requirements and obligations. Payment for substituted dredger will be equivalent to dredger under Contract with similar manning.

DREDGING CORPORATION OF INDIA LIMITED

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53.2 Substitution of dredger, as such, shall be intimated by DCI with (01) one month prior notice to exercise the Handing over and Taking over formalities defined as under the clause no.4.6 and clause no.5 of SCC.

53.3 The ship's personnel identified or deputed on handed over vessel shall be reviewed by the PMC with DCI RO/PO office with respect to proposed substitute dredger and shall obtain concurrence.

54. IDLING / LAY-UP OF DREDGER:

54.1 In any event of idling or Lay-up of Dredger taken over by Contractor, due to completion of dredging assignment and awaiting new deployment schedule, as such, the manning of dredger shall be downgraded to minimum safe manning requirements (as per SMD) adhering to Instructions of DCI. There shall be a subsequent reduction in the cost of operation w.r.t. safe manning, that shall be quoted under SI.No.VI of Price bid / BOQ.

54.2 Necessary instructions / intimation on idling of dredger and downgrading of man power shall be provided by DCI with one (01) week time frame for implementation of the same.

54.3 Even, in case of revocation of dredger to operation, one (01) week time will be provided by DCI to identify and post Ship's officers and crew as per operational manning requirements.

55. ESCALATION: There would be no escalation in the price during the extended 2 years as well.

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SECTION V : TECHNICAL SPECIFICATION OF VESSELS

S. No	DESCRIPTION	Details of the Vessel as specified in Scope of Work under Special Conditions of Contract (SCC)				
		DCI DREDGE XII	DCI DREDGE XIV	DCI DREDGE XV	DCI DREDGE XVI	DCI DREDGE XVII
1	Name of the Vessel					
2	Registered under	Indian Flag - Merchant Shipping Act	Indian Flag - Merchant Shipping Act	Indian Flag - Merchant Shipping Act	Indian Flag - Merchant Shipping Act	Indian Flag - Merchant Shipping Act
3	Official No	2406 VTTM	2407 VTTN	2875 VWXU	2875 VWXU	2876 VWYA
4	IMO No	8818037	8818049	9164122	9217280	9217292
5	Type of Vessel	TSHD	TSHD	TSHD	TSHD	TSHD
6	Year of Built	1990	1991	1999	2001	2001
7	Place of Built	IHC, Kinderdijk, Netherlands	IHC, Kinderdijk, Netherlands	IHC, Kinderdijk, Netherlands	IHC, Kinderdijk, Netherlands	IHC, Kinderdijk, Netherlands
8	Construction Details					
	Length	104 m	104 m	122 m	122.5 m	122.5 m
	Breadth	21 m	21 m	20.3 m	20.3 m	20.3 m
	Depth	7.55 m	7.55 m	10.1 m	10.1 m	10.1 m
	Draught	6.5 m	6.5 m	7.560 m	7.550 m	7.550 m
	GRT	6854 T	6854 T	8070 T	8049 T	8049 T
	NRT	2056 T	2056 T	2421 T	2414 T	2414 T
	Speed	13 Knots	13 Knots	14.5 Knots	14.5 Knots	14.5 Knots

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SECTION V : DAILY OPERATIONAL TARGETS / QUANTITIES OF DREDGERS AT VARIOUS PORTS (m³ / Day)

SL NO	DREDGER	HALDIA	PARADEEP	KOCHI	KANDLA	JNPA	GOA	VIZAG	MANGALORE	ENNORE	PUDHUCHERY	RAMAYAPATNAM
1	DR-12	7000	1500	33000	11100	22250	36000	10700	37200	24000	7200	17000
2	DR-14	7000	15000	33000	11100	22250	36000	10700	37200	24000	7200	17000
3	DR-15	10500	28000	55000	18500	44700	80600	17800	62000	40000	12000	28500
4	DR-16	10500	28000	55000	18500	44700	80600	17800	62000	40000	12000	28500
5	DR-17	10500	28000	55000	18500	44700	80600	17800	62000	40000	12000	28500

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ANNEXURES

Notes on the Annexures

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 Proforma for Bank Guarantee for Earnest Money Deposit duly filled in should be submitted along with the Technical Bid.

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 Manning duly filled in should be submitted along with the Techno Commercial Bid.

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ANNEXURE – I

Bid Form

Date: _____

To

The Dredging Corporation of India Limited,
'Dredge House', H.B. Colony Main Road,
Seethammadhara, Visakhapatnam – 530022.

Dear Sir,

Sub: Manning, Operation and Maintenance of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII at various ports of India– Reg Ref: DCI/TECH/O&M/2024-25 dated XX.XX.2025

Having examined the bidding documents including corrigendum Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver as per the 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 / given by DCI and complying with all other terms and conditions of the tendered and Contract.

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 _____ 2025.

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

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ANNEXURE - II

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To

The Dredging Corporation of India,
Dredge House, H.B. Colony Main
Road, Seethammadhara,
Visakhapatnam – 530 022.

WHEREAS _____ (hereinafter) called “the Tenderer” has submitted its tender datedfor the execution of (name of work) (hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, H.B. Colony Main Road, Seethammadhara, Visakhapatnam – 530 022 hereinafter called the “CORPORATION”.

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

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

THE CONDITIONS of this obligation are:

1. If the 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, or
3. Fails or refuses to commence the work as per the Letter of Acceptance or Work Order

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.....(Rupeesonly) and will remain in force up to 120 days from the date of opening of Second Cover / Finance Bid, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder. Dated..... day of2025 For

.....

(Indicate Name of the Bank)

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ANNEXURE – III

FORM OF CONTRACT AGREEMENT

This agreement made this _____ day of _____ BETWEEN M/s Dredging Corporation of India Ltd., a body corporate under Companies Act, 1956 having its registered office at New Delhi and Head Office at Visakhapatnam (hereinafter called "the DCI", "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 "DCI" is desirous of Manning, Operations and Technical Management of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII 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 (Intent) or Workorder
 - The Tender submitted by the Contractor
 - Instructions to Tenderer
 - Conditions of Contract
 - Specification for the Works
 - Price Bid
 - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).

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3. That the Contractor hereby covenants with the DCI to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the DCI hereby covenants to pay the Contractor, in monthly invoices submitted by him against the services rendered, as per the rates prescribed in the work order dated _____ 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.

CONTRACTOR

Signature :
Name :
Designation :
Seal :

DCIL
(Dredging Corporation of India Ltd)

Signature:
Name:
Designation
Seal :

In the presence of
Witness

a) Signature
Name & Address:

Signature
Name & Address:

FORM OF BANK GUARANTEE

(IN LIEU OF PERFORMANCE SECURITY)

Bank Guarantee No.

Date

To

The Dredging Corporation of India,
Dredge House, H.B. Colony Main Road,
Seethammadhara, Visakhapatnam - 530 022.

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 Manning, Operations and Technical Management of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII (herein after called the said “Agreement”), of performance security for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only)

1. We _____ (Name of the Bank) herein after referred to as “the Bank” at the request of M/s _____ (Contractor) do hereby undertake to pay to the DCI an amount not exceeding Rs. _____ (Rupees _____ Only) against 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, _____ (Name of the 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 Rs. _____ (Rupees _____ Only)
3. We, _____ (Name of the bank) undertake to pay to the DCI any

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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, _____ (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 or before _____, we shall be discharged from all liability under this guarantee thereafter.
5. We, _____ (Name of the bank) further agree 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, _____ (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. Rs. _____ (Rupees _____ Only).
9. Increment
10. Notwithstanding anything contained herein:
 - i. Our liability under this bank guarantee shall not exceed

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Rs _____ (Rupees _____ only).

- ii. This bank guarantee is valid upto _____ (date in dd-mm-yyyy).
- iii. We, _____ (Name of the bank) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only, if you serve upon us a written claim or demand within 12 months from date of expiry of Guarantee i.e. on or before _____ (date in dd-mm-yyyy), irrespective of whether or not the original guarantee returned to us.

Dated the _____ day of 2025.

For

(Name of the bank with address)

Qualification Requirements

(REFERRED TO IN CLAUSE 9.2 OF ITB)

A) Financial Qualification:

The bidder should furnish

- i) Audited balance sheet for the last three financial years as required under Clause 7.2.5 of ITB.

B) Technical Qualification:

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

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

C) Documents for the following:

1. Bidder shall possess experience in carried out manning, maintenance and technical management of TSHDs / MS Class Ships bearing GRT & Power not less than 6854T & 5800KW.
2. Bidder shall possess Indian DOC to carryout manning, maintenance and Technical management of Indian Flag vessels.
3. Bidder should have experience successfully carried out "similar work" during last seven years ending last day of month previous to the one in which this tender is invited (XX.XX.25) as mentioned below:

- a. Three similar completed works costing not less than Rs **36.2** Crores each or
- b. Two similar completed works costing not less than Rs **45.2** Crores each or
- c. One similar completed work costing not less than Rs **72.4** Crores.

***Similar work means** having the experience of successfully carried out manning, maintenance and technical management of TSHDs/MS Class Ships.

4. Average annual financial turnover during the past three years ending 31st March 2025 should be at least Rs. **27.2** Crores.
5. Experience in Operation and Technical management of TSHDs, If any.
6. The Contractor should have the following for pre-qualification:
 - Bidder must have valid Indian DOC
 - Bidder must have valid RPSL (Recruitment and Placement of Seafarers) issued by

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Director of Seaman's Employment office, Mumbai/Kolkata/Chennai or DG shipping, Gol along with proof of payment proof of Seamen's Provident Fund, Seamen's levy fee from above experienced work

- Should be MLC 2006 compliant.
 - The bidder should have valid Document of Compliance (DOC) issued by competent authorities (DG Shipping) at the time of bidding and must maintain the validity of these documents till the end of the contract.
 - Should be certified for ISO 9001:2008 & 14001:2004 by IRQS or any other IACS member.
 - Senior Management of the Contractor (Office) should have minimum of 5(five) years' experience in Dredging field in Management level.
7. The Contractor shall be registered in India with Indian ownership. Foreign ship management companies operating only with Indian representative offices are not eligible to quote.
 8. The Contractor must be capable of giving dedicated and undivided attention to the operational requirement of DCI which provides dredging services to various ports and other maritime sectors along the Indian Coast/.
 9. Contractor, in case, claims experience from related or joint venture companies, such relation or joint venture must have been formed prior to the period for which experience is so claimed.
 10. In case experience of foreign ship management is claimed proof of receipt of foreign exchange for such services with appropriate certificates from Reserve Bank of India and other banks shall be produced
 11. Since the contract is basically for dredging operations and management and the entire operation is dependent on the experience of the personnel managing the affair and not merely a list of names, they shall be from marine background experienced in ship management and preferably in dredging works.
 12. Turnover of the Contractor and proof of such income shall be attached. Proof of income shall be only from and for ship management and related activities and not from any other business and same would be reflected in their proof of income.
 13. Number of years of experience in Manning and maintaining of vessels in Govt. /public sector/reputed private sector organizations and technical details of such vessels, manpower deployed along with their qualifications/ experience should be furnished along with the bid document.
 14. The bidder shall submit financial capability of the contractor / Contractor with a copy of balance sheet for the last three years. A copy of partnership agreement if any, made with Govt./public sector / private sector organization may also be submitted. In case of consortium, the date of forming the consortium, details of partners, copies of balance sheets for all partners concerned should be submitted.
 15. The Contractor must be registered with Central Excise Department for service tax for ship management service and proof for the same must be produced.
 16. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like Work order, Performance certificate from clients, Contractor's annual reports, Audited balance sheets, and other relevant documents necessary.
 17. The Dredger can be inspected by the bidder with the prior approval of the DCI at their own Cost. DCI shall arrange necessary gate passes/permission at the port of deployment during inspection

(ON LETTER HEAD)

Details & List of Crew & Officers Proposed for engagement for the subject work

The manning shall be required for the vessel as per Operational Manning requirement and Safe Manning Document (SMD)

PROFORMA FOR EMPLOYMENT OF RELATIVES

(ON LETTER HEAD)

Date:

To

The Dredging Corporation of India Limited,
'Dredge House', H.B. Colony Main Road,
Seethammadhara, Visakhapatnam – 530022.

Dear Sir,

Sub: Manning, Operation and Technical Management of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII at various ports of India and Coast – Reg

Ref: DCI/TECH/O&M/2024-25 dated XX.XX.2025

With reference to your Tender No.: DCI/TECH/O&M/2024-25 dated XX.XX.2025 and as per Cl.No.30 of ITB, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd. or any Officer of the rank of the Asst. Secretary or above in the Ministry of Ports Shipping and Waterways, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

(OR)

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 Ports, Shipping and Waterways, Government of India is given below:

- 1
- 2
- 3
- 4

*Strike out which ever is not applicable

Thanking you,

Yours Faithfully

Signature of the Tenderer with seal

PROFORMA FOR UNDERTAKING

(ON LETTER HEAD)

Date:

To

The Dredging Corporation of India Limited,
'Dredge House', H.B. Colony Main Road,
Seethammadhara, Visakhapatnam – 530022.

Dear Sir,

Sub: Manning, Operation and Technical Management of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII at various ports of India and Coast – Reg

Ref: DCI/TECH/O&M/2024-25 dated XX.XX.2025

With reference to your TENDER NO. DCI/TECH/O&M/2024-25 dated XX.XX.2025 and as per CI.No.31 of ITB, 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.

Thanking you,

Yours Faithfully

Signature of the Tenderer with seal

PROFORMA FOR LITIGATION

(ON LETTER HEAD)

Date:

To

The Dredging Corporation of India Limited,
'Dredge House', H.B. Colony Main Road,
Seethammadhara, Visakhapatnam – 530022.

Dear Sir,

Sub: Manning, Operation and Technical Management of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII at various ports of India and Coast – Reg

Ref: DCI/TECH/O&M/2024-25 dated XX.XX.2025

With reference to your TENDER NO. DCI/TECH/O&M/2024-25 dated XX.XX.2025 and as per Cl.No.32 of ITB, 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 parties / firms:

- 1
- 2
- 3
- 4

Thanking you,

Yours Faithfully

Signature of the Tenderer with seal

VENDOR REGISTRATION FORM
(REFERRED TO IN CLAUSE 33 OF ITB)

FORM FOR VENDOR CODE CREATION			
<u>1.0 VENDOR DETAILS:</u>			
Name of the Vendor		*Vendor Code	
Address (including PIN code)			
Mobile Number		Email ID	
<u>2. Taxation and Other Registration Details: (Supporting copies need to be attached)</u>			
PAN No.		GSTIN	
Type of Vendor	Registered/Unregistered/Composite Dealer (Tick which ever is applicable)		
Note: In case vendor does not provide PAN, TDS@20% will be deducted			
<u>3. Bank Details: (Copy of cancelled cheque needs to be attached)</u>			
Bank Name, Branch & City			
Bank Account Number		IFSC Code	

DREDGING CORPORATION OF INDIA LIMITED

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ANNEXURE – XI

BANK ACCOUNT DETAILS

(ON LETTER HEAD)

Date:

To

The Dredging Corporation of India Limited,
'Dredge House', H.B. Colony Main Road,
Seethammadhara, Visakhapatnam – 530022.

Dear Sir,

Sub: Manning, Operation and Technical Management of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII at various ports of India and Coast – Reg

Ref: DCI/TECH/O&M/2024-25 dated XX.XX.2025

With reference to your TENDER NO. DCI/TECH/O&M/2024-25 dated XX.XX.2025 and as per Cl.No.5.12 of ITB, of Tender, we hereby furnish 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 :

Cancelled cheque enclosed

Thanking you,

Yours Faithfully

Signature of the Tenderer with seal

PRO-FORMA FOR BACKING OUT DECLARATION

(ON LETTER HEAD)

Date:

To

The Dredging Corporation of India Limited,
'Dredge House', H.B. Colony Main Road,
Seethammadhara, Visakhapatnam – 530022.

Dear Sir,

Sub: Manning, Operation and Technical Management of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII at various ports of India and Coast – Reg

Ref: DCI/TECH/O&M/2024-25 dated XX.XX.2025

- 1) With reference to your TENDER NO. DCI/TECH/O&M/2024-25 dated XX.XX.2025 and as per Cl.No.24 of GCC, we hereby certify that, we have not backed out from any tender during last three years after award of work.

(OR)

- 2) We have backed out of tender/ work after award of work issued by following employer(s)

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

**Strike out which ever is not applicable.*

Thanking you,

Yours Faithfully

Signature of the Tenderer with seal

DREDGING CORPORATION OF INDIA LIMITED

GeM TENDER

ANNEXURE – XIII

DECLARATION
(ON LETTER HEAD)

Date _____

To

The Dredging Corporation of India Limited,
'Dredge House',
H.B. Colony Main Road,
Seethammadhara,
Visakhapatnam – 530022.

Dear Sir,

Sub: Manning, Operation and Technical Management of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII at various ports of India and Coast – Reg

Ref: DCI/TECH/O&M/2024-25 dated XX.XX.2025

Dear Sir,

We hereby declare that we have not been prosecuted by any Court of law either in India or abroad for violation of any specific rules laid down for execution of work/contract of any time subjected to Industrial dispute for violation of said provisions of the Act.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

DREDGING CORPORATION OF INDIA LIMITED

GeM TENDER

ANNEXURE – XIV

DECLARATION

(ON LETTER HEAD)

Date _____

To

The Dredging Corporation of India Limited,
'Dredge House',
H.B. Colony Main Road,
Seethammadhara,
Visakhapatnam – 530022.

Dear Sir,

Sub: Manning, Operation and Technical Management of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII at various ports of India and Coast – Reg

Ref: DCI/TECH/O&M/2024-25 dated XX.XX.2025

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the abovementioned Tender/Work from the website(s) namely:

_____ as per your advertisement.

2. I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

INTEGRITY PACT

(Before award of Work: To be submitted on company letter head with duly signed & stamped)

(After award of Work: To be executed on Rs.100/- non-judicial stamp paper in two sets)

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

And

_____ *(Indicate firm name)* hereinafter referred to as 'The Bidder/ Contractor'

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for _____ ***(Name of the work)***. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principals employees involved in the tender process or the

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execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.

This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractors will not use improperly, for purposes of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder(s)/ contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. *Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.*

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years

with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken.

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

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8: Independent External Monitor/ Monitors

1. The Principal appoints competent and credible Independent External Monitors (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.

3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties Offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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6. The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors on the DCIL Board.

8. If the Monitor has reported to the Chairman DCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman DCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

10. Integrity Pact would be implemented through the Independent External Monitor (IEM) for this IFB. The addresses of the same are:

1) Shri. Aditya Kumar Mittal,
Flat No.C-2/10 (3102), Vanashree CHS,
Plot No.1 & 2, Sector 58A, Palm beach road,
Near Seawoods Estates, Nerul (West)
Navi Mumbai, Maharashtra - 400706
Mobile: +91-9560527000
Email- adityakumarmittal@gmail.com

2) Shri. Prahlad Kumar Sinha
A 303, SanskritiVihar, 10th Avenue,
Gaur City 2, Greater Noida West,
Gautam Budh Nagar, U.P. - 201318
Mobile: +91-9432677066
Email- pekay66@gmail.com

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 08 months after the last payment under the contract, and for all other Bidders 08 months from the date of signing Agreement.

If any claim is made /lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of DCIL.

Section 10 - Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

(For & on behalf of the Principal)

(Office Seal)

Place _____
Date _____

Witness 1:
(Name & Address)

Witness2:
(Name & Address)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness 1:
(Name & Address)

Witness2:
(Name & Address)

ADDITIONAL BANK GUARANTEE

(Referred to Clause No.38 of SCC)

Bank Guarantee No.

Date

To

The Dredging Corporation of India,
Dredge House, H.B. Colony Main Road,
Seethammadhara, Visakhapatnam - 530 022.

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 Manning, Operations and Technical Management of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII (herein after called the said “Agreement”), of Guarantee towards Safety, Security, Repairs and maintenance of Assets handed over by DCI for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.25,00,00,000/- (Rupees Twenty Five Crore Only)

1. We _____ (Name of the Bank) herein after referred to as “the Bank” at the request of M/s _____ (Contractor) do hereby undertake to pay to the DCI an amount not exceeding Rs. Rs.25,00,00,000/- (Rupees Twenty Five Crore Only) against any loss or damage caused to or suffered or would be caused to or suffered by the DCI Assets by reason of any breach of the said Contractor of any of the terms and conditions contained in the Tender No. _____.
2. We, _____ (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any protest or 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 Rs. Rs.25,00,00,000/- (Rupees Twenty Five Crore Only)

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3. We, _____ (Name of the bank) undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. Notwithstanding anything to the contrary we agree that your decision as to whether the contractor has made such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you establish your claim or claims under this guarantee but shall pay the same forthwith without any objection or excuse.
5. We, _____ (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 said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on or before _____, we shall be discharged from all liability under this guarantee thereafter.
6. We, _____ (Name of the bank) further agree 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.
7. The guarantee shall not be in any way be affected by taking or varying or giving up any securities from the contractor, firm, or company on its behalf or by the winding up, dissolution, Insolvency or death as the case may be of the contractor.
8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

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9. We, _____ (Name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.
10. 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 Rs.25,00,00,000/- (Rupees Twenty Five Crore only).
11. Notwithstanding anything contained herein:
- i. Our liability under this bank guarantee shall not exceed Rs.25,00,00,000/- (Rupees Twenty Five Crore only).
 - ii. This bank guarantee is valid upto _____ (date in dd-mm-yyyy).
 - iii. We, _____ (Name of the bank) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only, if you serve upon us a written claim or demand within 12 months from date of expiry of Guarantee i.e. on or before _____ (date in dd-mm-yyyy), irrespective of whether or not the original guarantee returned to us.

Dated the ____ day of 2025.

For

(Name of the bank with address)

SECTION - VII

CHECK LIST FOR TECHNO- COMMERCIAL BID

1. A Bid Form except the Price Schedule
2. A list of works bided for and in hand / being executed as on the date of submission of bid with proof of documents.
3. A detailed list manning as per Safe manning Document.
4. 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:
 - Brief description of the work
 - LoA/Lol/Work order no. & date
 - Contract amount / rates as per work order
 - Period of contract
 - List of Inland Masters & Engine drivers deployed
 - Time limit for completion
 - Whether the work has been completed within the stipulated time.
 - Whether any liquidated damages have been levied.
5. Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail-id treasury@dcil.co.in along with electronic receipt/ UTR.
6. Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of
 - i) e-Payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in along with electronic receipt/ UTR.
7. The contracting firm/agency/company should be registered with appropriate authorities and attested copy of registration may be attached.
8. Copies of original document defining the constitution or legal status, Place of registration and principal place of business of the company or Partnership.
9. Copy of PAN Number.
10. Copy of GST Registration Certificate.
11. Bank details along with copy of cancelled cheque.
12. Registration with Provident Fund Authorities / Seamen PFA. If PF registration exempted, relevant exemption letter/certificate to be enclosed to Bid.
13. Power of Attorney on stamp paper (non-judicial) for a value of Rs. 200/-, in favor of the person authorized to sign the tender document. (If the tender document is signed by owner/proprietor of the firm, then also, he shall authorize himself for the same on stamp paper)
14. Information regarding any current litigation in which the tenderer is involved.
15. Copies of original certificates of crew as per SMD proposed to be offered to DCI.
16. Copy of the existing insurance policy covering the crew and third party.
17. Annexure I to XIV
18. Downloaded Tender Document and amendment/corrigendum, if any, duly signed and stamped on all the pages by tenderer.
19. Other documents prescribed in this bid document not mentioned above.
20. Of the above documents, Cl.No.13 Power of Attorney in originals shall be forwarded so as to reach the address of Tender Inviting Authority before due date of Submission of tender without which tender may be considered irresponsive.

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PRICE BID / BILL OF QUANTITIES (BOQ)

(COVER -B)

PREAMBLE TO PRICE BID

TENDER FOR **“Manning, Operation and Technical Management Of TSHDs DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII at various ports of India & Coast”**

1. The items given in the Price Bid / Bill of Quantities are for “Manning, Operation and Technical Management of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, DCI DREDGE XVII at various ports of India & Coast”
2. The rates quoted in the Price Bid / Bill of Quantities are all inclusive except GST. Contractor shall raise GST invoice and mention their GST Registration Number on the Invoice.
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.

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PRICE BID / BILL OF QUANTITIES (BOQ)

Name of the Work “Manning, Operation & Technical Management of TSHDs viz., DCI DREDGE XII, DCI DREDGE XIV, DCI DREDGE XV, DCI DREDGE XVI, & DCI DREDGE XVII at various ports of India & Coast”

Sl. No	Description	Unit	Lumpsum Rate Per year (Rs.)	Rate in Words	Amount for 03Yrs (Rs.)	Amount in Words.
I	Manning, Operation & Technical Management of TSHD DCI DREDGE XII at various Ports of India & Coast	LS				
II	Manning, Operation & Technical Management of TSHD DCI DREDGE XIV at various Ports of India & Coast	LS				
III	Manning, Operation & Technical Management of TSHD DCI DREDGE XV at various Ports of India & Coast	LS				
IV	Manning, Operation & Technical Management of TSHD DCI DREDGE XVI at various Ports of India & Coast	LS				
V	Manning, Operation & Technical Management of TSHD DCI DREDGE XVII at various Ports of India & Coast	LS				
		Unit	Rate	Qty	Total	Amount in Words.
VI	Operation & Technical Management of DCI Dredger with Safe Manning during Idling (SCC No.54) (Considered 01 Dredger x 30Days for purpose of evaluation)	Per Day, Per DR		30		
TOTAL BID VALUE (I to VI)						
GST VALUE						
TOTAL AMOUNT INCLUDING GST						

Note:

1. The rate quoted to be exclusive of GST
2. Per Day rate shall be arrived by dividing the yearly rate with 365days
3. Bidder should quote for all Vessels, Overall L-1 will be considered. Sum total of Serial number I to VI of BoQ.
4. Work shall not be split based on individual Vessels L-1.