

**DREDGING CORPORATION OF INDIA LIMITED**  
Head Office: Visakhapatnam-530 001

**TENDER DOCUMENT**  
**FOR**

**“SUPPLY/PROVIDING, MANNING FOR OPERATION AND MAINTENANCE OF ONE No. STEEL SELF PROPELLED MULTI UTILITY CRAFT (MUC) TO FACILITATE ASSISTING CUTTER SUCTION DREDGERS, BACKHOE, PIPELINE WORKS, TOWING ETC AT ALL INDIAN PORTS AND OTHER MARITIME ORGANISATIONS INCLUDING INDIAN NAVY AND SHIPYARDS”**

**DUE DATES**

- |  |                               |
|--|-------------------------------|
| 1) Issue of Tenders  | : 14.02.2020 to 12.03.2020    |
| 2) Last date of receipt of Tenders<br>(Main cover along with both<br>Cover -“A” & Cover-“B”) | : upto 1500 Hrs on 13.03.2020 |
| 3) Opening of Techno commercial<br>Bids (Cover-“A”)  | : at 1530 Hrs on 13.03.2020   |

TENDER ISSUED TO : .....

HOD (OPS)  
DREDGING CORPORATION OF INDIA LTD.,  
VISAKHAPATNAM

Dredging Corporation of India Ltd.,  
Dredge House, Port Area,  
VISAKHAPATNAM -530 001  
Telephone No: 0891- 2871344  
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**DREDGING CORPORATION OF INDIA LIMITED  
VISAKHAPATNAM**

DCI/HO/OPS/MUC-Manning/2020

Date: 14.02.2020

**SECTION - I**

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

Sealed Tenders are invited in two covers (i.e.) Cover-A “Techno-Commercial Bid”, and Cover-B “Price Bid” by DREDGING CORPORATION OF INDIA LIMITED, VISAKHAPATNAM from experienced Manning Contractors/Fleet owners for “Supply/Providing, Manning, Operation and Maintenance of DCI’s **Steel Self Propelled Multi Utility Craft (MUC)** to facilitate assisting Cutter Suction Dredgers, Backhoe, Pipeline works, Towing etc at all Indian Ports and other maritime Organizations including Indian Navy and Shipyards.”

1. Name of Works : Providing / Supply, Manning, Operation and Maintenance (SMD) of one No. DCI’s Steel Self Propelled Multi Utility Craft (MUC) to facilitate assisting Cutter Suction Dredgers, Backhoe, Pipeline works, Towing etc at all Indian Ports and other maritime Organizations including Indian Navy and Shipyards.
2. Period of Contract : Two years from the date of placing of Work Order and extendable for one more year at the discretion of DCI.
3. Estimated Cost : Rs.4.06 Crores.
4. Earnest Money Deposit : Rs.4,05,885/- ( Rupees Four Lakhs Five Thousand Eight hundred and Eighty Five only). The EMD shall pay through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender or in the form of Bank Guarantee as per format provided in the tender.  
The details of DCI Current Account at Syndicate Bank is as follows:-  
DCI Current Account No:- 35833070000014  
Branch Name: Syndicate Bank, DCI Ltd., Port Area Branch, Visakhapatnam-530 001.  
IFSC/RTGS No. SYNB0003583  
Swift Code No.SYNBINBB032
5. Date of download of Tender document from DCI website : From 14.02.2020 to 12.03.2020 upto 18:00 Hrs.
6. Date of Pre bid meeting : 26.02.2020 at 11:00 Hrs at Head Office, Vizag.

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- 7 Last date of receipt of Tenders : 13.03.2020 upto 1500 Hrs in the Office of HOD(OPS), Operations Department, DCIL, Dredge House, Port Area, Visakhapatnam - 530 001.
- 6 Opening of Techno-Commercial Bids : 13.03.2020 at 1530 Hrs in the Office of HOD (OPS), Operations Department, DCIL, Dredge House, Port Area, Visakhapatnam-530 001.
- 7 Cost of Tender Documents : Rs 5,900/- including GST (Non-refundable) (Rupees Five Thousand Two Hundred Fifty only) to be remitted only through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed in technical Bid/Cover.

**Pre-Qualification Criteria:**

1. Bidder should have experience successfully carried out \*similar work during last seven years ending 31<sup>st</sup> March 2019 as mentioned below:
  - a. Three similar completed works costing not less than **Rs. 162.35 lakhs** each , exclusive of GST (or)
  - b. Two similar completed works costing not less than **Rs. 202.94 lakhs** each exclusive of GST (or)
  - c. One similar completed work costing not less than **Rs.324.70 lakhs**

**\*Similar work means having the experience of successfully carried out Manning, Operation and Maintenance of Coastal vessels/Inland Vessels/Port Crafts for any Government body/Port sector/Semi-Government body/Autonomous bodies upto 31<sup>st</sup> March 2019.**

- 1) Average Annual financial turn over during the last 3 years ending 31<sup>st</sup> March 2019 should be at least **Rs.121.76 lakhs**
- 2) The Service Provider should have the following for pre qualification:-
  - Bidder must have valid RPSL (Recruitment and Placement Service Licence) issued by Director of Seaman's Employment office, Mumbai/Kolkata/Chennai or DG shipping, GOI along with proof of payment proof of Seamen's Provident Fund, Seamen's levy fee from above experienced work
  - Should be MLC 2006 compliant.
- 3) The firm must have Manned, Operated and maintained directly at least one M.S. Class Vessel/Coastal Vessel. Performance certificate and work order / agreement obtained from the client as per the safe manning document (SMD) to be produced to establish the credibility.

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- 4) Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e., 2016-17, 2017-18, 2018-19) to be submitted in support of authenticity of their submission.

Interested eligible Tenderers may obtain the Tender documents from the websites: [www.dredge-india.com](http://www.dredge-india.com), <http://eprocure.gov.in>

Alternatively tenderers may contact at the following address for clarifications regarding sale of Tender documents submission, receipts of tender etc:

The Detailed NIT and complete tender document is hosted on web sites [www.dredge-india.com](http://www.dredge-india.com) and <http://eprocure.gov.in>. The downloaded tender document along with requisite documents is to be submitted through an authorized person/agent/ or by registered post /speed post/courier. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted.

**Dredging Corporation of India Ltd. reserves the right to:**

1. Issue Tender Documents only to those considered capable to execute the work.
2. Accept or reject any or all Tenders without assigning any reason whatsoever.
3. Cancel the tender enquiry at any stage without assigning any reason.
4. Reject the tender received with counter conditions.
5. Accept the tender in whole or part.

HEAD OF THE DEPARTMENT (OPS)

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**SECTION II**  
**INSTRUCTIONS TO BIDDERS**  
**(ITB)**

**A. Introduction**

**1. Eligible Bidders**

- 1.1 This Invitation for Bids is open to all manning agents who satisfy the conditions stipulated in the bid document.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Limited (DCI) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 1.3 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 1.4 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 31.
- 1.5 **Interested bidders are requested to send their technical queries related to this Bid document on or before 24.02.2020 through e-mail ID: [svprasad@dcil.co.in](mailto:svprasad@dcil.co.in) [suryakant@dcil.co.in](mailto:suryakant@dcil.co.in) , [esnarayana@dcil.co.in](mailto:esnarayana@dcil.co.in) . The clarifications requested by the bidders will be suitably hosted in DCI website one week before last date of submission. No press notification for any amendment will be issued. Accordingly, bidders should regularly visit DCI website: [www.dredge-india.com](http://www.dredge-india.com), <http://eprocure.gov.in> to keep themselves updated.**

**2. Cost of Bidding**

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

2.2 **B. The Bidding Documents**

**3. Content of Bidding Documents**

- 3.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:
- a) Instructions to Bidders (ITB)
  - b) General Conditions of Contract (GCC)
  - c) Special Conditions of Contract (SCC)
  - d) Technical Specification

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e) Sample Forms containing the following:

- Bid Form
- Price Schedules
- Proforma For Bank Guarantee for Earnest Money Deposit
- Agreement Form
- Performance Security Form
- Pre Qualification Requirements

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

4. **Clarification of Bidding Documents**

4.1 A prospective Bidder requiring any clarification of the bidding documents may notify the DCI in writing or by e-mail at the DCI's address indicated in the Invitation for Bid. The DCI will respond in writing to any request for clarification of the bidding documents, which it receives no later than seven (7) days prior to the deadline for the submission of bids prescribed in ITB Clause 17. Written copies of the DCI's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

5. **Amendment of Bidding Documents**

5.1 At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.

5.2 The amendment will be placed on websites only. Respective bidders are requested to see the web site accordingly.

5.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the DCI may, at its pleasure, extend the deadline for the submission of bids.

**C. Preparation of Bids**

6. **Language of Bid**

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

7. **Documents Comprising the Bid**

7.1 The Bids shall be in Two Cover System consisting of

- ❖ Techno Commercial Bid (Cover A); and

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❖ Price Bid (Cover B)

- 7.2 The “Techno Commercial Bid” (Cover A) prepared by the Bidder shall comprise the following components:
- 7.2.1 A Bid Form except the Price Schedule completed in accordance with ITB Clause 8
  - 7.2.2 Current trade license,
  - 7.2.3 Details of similar works previously carried out by the firm with value of each work.
  - 7.2.4 Authentic performance certificates of similar completed previous works carried out mentioning total value of work and period of completion of work.
  - 7.2.5 Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet and profit and loss account for the last three years ending 31<sup>st</sup> March’2019.
  - 7.2.6 Earnest money deposit of **Rs 4,05,885/-** to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed or in the form of Bank Guarantee as per format provided in the tender.
  - 7.2.7 PAN Number issued by Income Tax Authorities and. the bank account details for transactions i.e. i. Name of the Account Holder. ii. Bank account number iii. Bank Name, branch & place. iv IFSC/RTGS No and v. MICE Code
  - 7.2.8 GST Registration Number.
  - 7.2.9 Vender Registration form (enclosed )
  - 7.2.10 Provident Fund Registration Number/Sea Men’s Provident Fund number
  - 7.2.11 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document and signed blank copy of Price format.
  - 7.2.12 **Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.**
  - 7.2.13 Information regarding any current litigation in which the tenderer is involved.
  - 7.2.14 Copies of original certificates of the total no of officers and crew to be deployed for smooth operation of the vessel and Proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the Crew.
  - 7.2.15 Managerial & supervising set up to carry out the scheduled works and acting liaison with DCI representatives
  - 7.2.16 Check list for Techno-Commercial Bid.
  - 7.2.17 Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer. DCI reserves its right to seek any other details documents to ascertain the competence of the tenderer. If the tenderer is not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.

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- 7.2.18 Signed blank copy of price format.
- 7.2.19 A detailed deployment planning for the Tendered work including repair, maintenance and docking of the vessel.
- 7.2.20 A separate letter addressing to HOD (OPS) confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document.

8. **Bid Form**

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

9. **Bid Prices**

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

10. **Bid Currencies**

- 10.1 Prices shall be quoted in Indian Rupees only.

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

- 11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder’s eligibility to bid and its qualifications as per NIT to perform the contract if its bid is accepted.
- 11.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the DCI’s satisfaction that the Bidder has the financial & technical, capability and competency necessary to perform the contract as per Qualification Requirements Form No.6 in Section VI;
- 11.3 The bidder should furnish the details of the man power proposed to be engaged /deployed in Form No.7 of Section VI of Sample Forms.

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

- 12.1 **Pursuant to ITB Clause 7, the Bidder shall remit an amount of Rs.4,05,885/- against the Earnest Money Deposit through NEFT/RTGS only.**  
**The details of DCI Current Account at Syndicate Bank is as follows:-**  
**DCI Current Account No:- 35833070000014**

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**Branch Name DCI Ltd Port Area Branch Visakhapatnam**  
**IFSC/RTGS No: - SYNB0003583**

The copy of electronic receipt/UTR should be attached with the tender

“or unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank. The same should be attached with the tender and placed in “Cover-A”. The Earnest Money Deposit shall not carry any interest.

- 12.2 The Earnest money is required to protect the DCI against the risk of Bidder’s conduct, which would warrant the earnest money forfeiture, pursuant to ITB Clause 12.6.
- 12.3 The earnest money deposit submitted in the form of a Demand Draft or a bank guarantee issued shall be valid for sixty (60) days beyond the validity of the bid.
- 12.4 Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 21.
- 12.5 Unsuccessful bidders’ earnest money deposit will be discharged or returned as promptly as possible, but not later than sixty (60) days after the expiration of the period of bid validity prescribed by the DCI pursuant to ITB Clause 13 without interest.
- 12.6 The earnest money deposit may be forfeited:
- (a) If a Bidder:
    - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
    - (ii) does not accept the correction of errors pursuant to ITB Clause 21.2; or
  - (b) in the case of a successful Bidder, if the Bidder fails:
    - (i) to sign the contract in accordance with ITB Clause 29; or
    - (ii) to furnish performance security in accordance with ITB Clause 30.

13. **Period of Validity of Bids**

- 13.1 The Tenderer should keep open the **validity of the Bid for 180 days** from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by Fax by DCI is made 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.
- 13.2 In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 12 shall also be suitably extended.

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14. **Format and Signing of Bid**

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

**D. Submission of Bids**

15. **Sealing and Marking of Bids**

- 15.1 The Techno- Commercial Bid along with all enclosures to be put in a sealed cover superscribed with the words - **Cover-A “Techno-Commercial Bid”** for the work **“Providing/ Supply Manning, Operation and Maintenance of DCI MUC to facilitate assisting Cutter Suction Dredgers, Pipeline works, Towing etc at all Indian Ports and other Maritime Organizations including Indian Navy and Shipyards”** and shall be submitted on or before 1500 hrs on 13.03.2020
- 15.2 The Price Bid (Cover-B) containing only tendered amount is required to be put in another sealed cover superscribed with the words – **Cover-B “Price Bid”** for the work **“Providing/ Supply manning, operation and maintenance of DCI MUC to facilitate assisting Cutter Suction Dredgers , Pipeline works, Towing etc at all Indian Ports and other maritime Organizations including Indian Navy and Shipyards”** and shall be submitted on or before 1500 hrs on 13.03.2020
- 15.3 Tenderer should ensure that his tendered amount as per Cover-B is not mentioned in any other document directly or indirectly. **The duly sealed covers A & B are to be put again in an another separate main sealed cover super scribed with the words “Providing/ Supply Manning, Operation and Maintenance of DCI MUC to facilitate assisting CSDs, Pipeline works, Towing etc at all in Indian Ports and other maritime Organizations including Indian Navy and Shipyards “** to be submitted to the **HOD(OPS), Dredging Corporation of India Limited, ‘Dredge House’, Port Area, Visakhapatnam-53 0001 on or before 1500 Hrs 13.03.2020**
- 15.4 If the outer cover is not sealed and marked as required by ITB Clause 15.3, the DCI will assume no responsibility for the bid’s misplacement or premature opening.
16. **Deadline for Submission of Bids**
- 16.1 Bids must be received by the DCI at the address specified under Invitation of Bids (ITB) no later than the time and date specified therein.

In the event of specified date for the submission of bids, being declared a holiday for the DCI, the bids will be received up to the specified time on the next working day.

- 16.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
17. **Late Bids:** Any bid received by DCI after the deadline for submission of bids prescribed by the DCI pursuant to ITB Clause 16 due to reason as mentioned in 16.1 will be rejected and returned unopened to the Bidder.
18. **Modification of Bids**
- 18.1 The Bidder cannot modify or withdraw its bid after the bid's submission.

### **Opening and Evaluation of Bids**

19. **Opening of Bids by DCI**
- 19.1 The DCI will open all the outer covers containing both sealed Covers "A" and "B" of the bids and the Cover "A" Techno-Commercial Bids only in the presence of bidders' authorized representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.
- 19.2 All the Covers "B" containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.
- 19.3 The bidders' names, bid modifications or withdrawals and the presence or absence of requisite earnest money deposit and such other details as the DCI, at its discretion, may consider appropriate, will be announced at the opening of the "Techno-Commercial Bid". No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 17.
20. **Clarification of Bids**
- 20.1 During technical evaluation of the bids, the DCI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
21. **Preliminary Examination**
- 21.1 The DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the

documents have been properly signed, and whether the bids are generally in order, in line with the pre-qualification criteria given in NIT.

- 21.2 The DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.3 Prior to the detailed evaluation, pursuant to ITB Clause 22, the DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 12), Applicable Law (GCC Clause 23), and Taxes and Duties (GCC Clause 25), Performance Security (GCC Clause 5), and Force Majeure (GCC Clause 17) will be deemed to be a material deviation. The DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.
- 21.4 If a bid is not substantially responsive, it will be rejected by the DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22. **Evaluation and Comparison of Bids**

- 22.1 The Cover B containing the Price Bids will be opened of only those tenderers who have been qualified in the Techno-Commercial Bid at a later date. The date and time of opening of Cover B - Price Bid shall be notified to all the technically qualified bidders and will be opened in the presence of such authorized persons or representatives who wish to be present. Further, the tenderers shall quote their rates only in the prescribed price schedule/BOQ placed in the tender document and all the items in the price schedule /BOQ to be quoted.

- 22.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. The decision of the HOD(OPS), DCI, Visakhapatnam will be final.

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

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

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

**F. Award of Contract**

24. **Post –qualification:**

24.1 In the absence of pre-qualification, the DCI will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the Bidding Document from the evaluation of the Techno-Commercial Bid.

24.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the DCI deems necessary and appropriate.

25. **Award Criteria:**

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

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

Initial contract period is for Two years. 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, deciding period of extension / curtailment and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.

In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 30 days notice of termination. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 30 days notice by the project office, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.

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

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

28. **Notification of Award:**

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

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

29. **Signing of Contract:**

29.1 At the same time as the DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with DCI at his cost.

30. **Performance Security:**

30.1 Within Ten (10) days of the receipt of notification of award from the DCI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract at Form V, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement of ITB Clause 29 or ITB Clause 30 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

31. **Corrupt or Fraudulent Practices:**

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

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

“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; and

“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;

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

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

32. **General:**

32.1 Bid Documents are not transferable.

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- 32.2 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.
- 32.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 32.4 All Signatures in the Document shall be dated.
- 32.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 32.6 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.
- 32.7 All correspondences must be made to the concerned DCI Project office where the services of Manning, Operation and Maintenance of DCI MUC are to be carried out, after award of work.

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**SECTION III**

**GENERAL CONDITIONS OF CONTRACT**  
**(GCC)**

1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- 1.1.1. "Corporation" means the Dredging Corporation of India Limited (DCI).
- 1.1.2. "MD" means the Managing Director of DCI.
- 1.1.3. "The Contract" means the agreement entered into between the DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.4. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.1.5. "The Contractor" means the individual or firm or company supplying the Services under this Contract and named in SCC.
- 1.1.6. "The Services" means all of the services, which the Contractor is required to supply to the DCI under the Contract.
- 1.1.7. "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".
- 1.1.8. "Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.1.9. "Engineer" means the DCI's official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.
- 1.1.10. "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.
- 1.1.11. "Contractor" means the person or persons, firm or company whose tender / offer has been accepted by the DCI and includes the Contractor's Representatives, heirs, successors and assigns, if any permitted by the DCI.

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- 1.1.12. "Excepted Risks" are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.1.13. "GCC" means the General Conditions of Contract contained in this section.
- 1.1.14. "SCC" means the Special Conditions of Contract.
- 1.1.15. "Day" means 24 hours / calendar day. (Commencing 0000 hrs midnight till 2400 hrs including holidays and Sundays).
- 1.1.16. "Month" means the English calendar month.
- 1.1.17. "Singular/Plural" Word importing the singular only, also includes the plural and vice-verse where the context so requires.
- 1.1.18. "The heading /Marginal Notes" in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.1.19. DEFICIT PERIOD' Shall means the following:
- i) The period by which the availability of the vessel falls below the minimum guaranteed level/period.
  - ii) The vessel does not report for duty within half an hour on receipt of order;
  - iii) The period during which the vessel has been decommissioned without the approval of Engineer.
- 1.1.20 The HOD (OPS) from time to time may authorize any person in writing, a copy of which is to be forwarded to the contractors, any person or persons to be named by him on his behalf to exercise his powers, authorities and directions under this contract as he may think fit and proper and the contractor shall recognize, honour and give necessary assistance to such authorities in all respects.
2. **Application:**
- 2.1 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 :**
- 3.1 The services provided under this contract shall confirm to the Standards mentioned in "Technical Specifications".
- 4 **The Contract & General Obligations of Contractor:**
- 4.1 Applicability of Laws on the Contract:

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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 Trust Act, 1963
- 4.1.3 The Workmen's Compensation Act, 1923
- 4.1.4 The Minimum Wages Act, 1948
- 4.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.
- 4.1.6 The Dock Workers' Act, 1948
- 4.1.7 The Indian Arbitration and Conciliation Act (1996)
- 4.1.8 Indian Vessel Act 1971

4.2 **Contractor to Execute Contract Agreement:**

After receipt of work order and within 10 days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract.

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

Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract. HOD (OPS) is the competent in this regard.

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

4.5 **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, Minor Consumables, servicing of machinery, general maintenance/upkeep of the dredger, Preventive maintenance, Routine maintenance, repairs, Housekeeping including supply of materials for the same ,

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insurance of personnel, lodging and victualing of crew and transportation of crew and officers and also any other contractual obligations including duties, taxes, excluding GST.

4.6 Contractor is Responsible for safety of the DCI MUC including crew and equipment:

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.

4.7 **Contractor to Supervise the Works**

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

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

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

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

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

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

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.

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.

Damage / injury caused to waterway and bridge on account of the movement of DCI Steel Self Propelled Multi Utility Craft (MUC) in connection with the work.

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Pollution of waterway and damage caused to river, lock, sea wall or other structures related to waterway, in operating DCI Steel Self Propelled Multi Utility Craft (MUC)

The Contractor is responsible for manning and operating the Steel Self Propelled Multi Utility Craft (MUC) as per the SMD/directives /instructions of the Project In-Charge, DCIL or authorized officer of DCI.

- 4.10 The contractor has to ensure operating the DCI Steel Self Propelled Multi Utility Craft (MUC) with competent Master/Navigational Watch Keeping Officer, Engineers and crew with adequate experience as per Safe Manning Document. The contractor has to follow all safety regulations as per MS Act.

The manning as per SMD provided by the contractor should be available for operation of DCI Steel Self Propelled Multi Utility Craft (MUC) round the clock.

4.11 **Notice to Contractor**

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

4.11 **Works to Cause Minimum Possible Hindrance to Traffic Movement**

The DCI Steel Self Propelled Multi Utility Craft (MUC) should be operated by the contractor causing the minimum hindrance for any maritime traffic or surface traffic.

5. **Performance Security**

- 5.1 Within Ten (10) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security to the DCI in the amount specified in the Special Conditions of Contract.
- 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 of the contract value as indicated in work order shall be deposited by the contractor as Performance Security Deposit through NEFT/RTGS.

The details of DCI Current Account at Syndicate Bank is as follows:-

DCI Current Account No: - 35833070000014

Branch Name:- DCI Ltd Port Area Branch Visakhapatnam

IFSC/RTGS No:- SYNB0003583

SWIFT Code No: - SYNBINBBO32

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or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalised Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure enclosed. Bank Guarantee shall be valid till completion of work including extended period, if any.

In case the contract is further extended for one year, sum equal to 10% of the contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from DCI. Alternatively at Contractor's option, EMD can be converted as part of the Performance Security Deposit and balance amount shall be deposited.

Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project In-Charge. If Bank Guarantee is submitted against Performance Security, it should be valid till completion of work including extended period if any.

5.4 DCI shall encash bank Guarantee in the event the contractor has defaulted more than 30 days to commence at the order of authorized officer after handing over the vessel to him. In case delay in commencement of work by less than 30 days, penalty as per Clause No.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.

5.5 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, under the Contract.

6.0 **Insurance:**

Comprehensive insurance of the MUC including their sub-systems and DCI personnel shall be arranged by DCI. However if case of any mishap/incidents, documentation for processing the claims if any are to be done by the contractor on behalf of DCI

6.1 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.

6.2 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. Contractor is responsible for liabilities towards his own man power.

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- 6.3 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).
- 6.4 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected.
- 6.5 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.
- 6.6 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 6.7 In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.

7. **Payment:**

- 7.1 The Bill for Services rendered/payment will be made on a monthly basis, by concerned Project In-charge through NEFT/RTGS only. No advance for the work done or any other advance whatsoever will be payable to the Contractor. The work done certificate/ logbook shall be certified by Site In-charge or the person nominated by Project In-charge. The payment will be made only for services provided as per Price Bid/ Negotiated Rates. Payment shall be made promptly by DCIL, within 30 (thirty) days of submission of an invoice/claim by the Contractor complete in all respects.
- 7.2 The logbook is to be maintained as per Clause No.9 of SCC by the contractor for the payment of services provided to be certified by DCI representative on daily basis and must be submitted along with the monthly invoice.
- 7.3 Seamen's Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill.

8.0 **Prices**

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

9 **Change Orders**

- 9.1 The DCI may at any time by a written order give to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor.
- 9.2 However contractor has to execute the instructions given by DCI without any extra cost to DCI.

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10. **Contract Amendments**

10.1 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**

11.1 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**

12.1 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 in the Schedule of Requirements.

13.2 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the DCI in writing of the fact of the delay, its likely duration and its cause(s).

13.3 Except as provided under GCC Clause 13, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 14, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.

14. **Liquidated Damages**

14.1 1% per week of annual contract value or part thereof will be deducted from contractor's running bills as Liquidated Damages if the contractor fails to provide manning within 15 days from the date of work order/non availability of vessel for operation due to the failure of the contractor subject to maximum of 10% of the annual contract value. Once the maximum is reached, the DCI may consider termination of the contract pursuant to GCC Clause No.16

15. **Penalty**

15.1 Penalty @ **Rs. 10,000/- per day** will be imposed on the contractor on pro-rata basis for non-compliance of the following:

15.1.1 Not properly maintaining the manning as per SMD as specified in the tender.

15.1.2 Non-operating of DCI Steel Self Propelled Multi Utility Craft (MUC) due to shortage of manning/damage caused by the operating staff.

15.1.3 In case of contractor's services not up to the mark as certified by the DCI's representative.

15.1.4 Backing of contractor at any stage during the three years contract period i.e., including extension period, the entire EMD and SD will be forfeited without any prejudice.

16.0 **Termination for Default**

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- 16.1 The DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
- 16.2 If the Contractor fails to provide the service within 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 services of the manning contractor is no longer required for DCI for any reason. In such case DCI shall give 30 days notice to the contractor.
- 16.2.3 If the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

- 16.3 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, acts of the DCI either in its sovereign or contractual capacity, 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. Unless otherwise directed by the DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably

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practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. **Termination for Insolvency**

18.1 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:**

19.1 The DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of 30 days will be given.

20. **Settlement of Disputes**

20.1 If any dispute or difference of any kind whatsoever shall arise between the DCI and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Departmental Resolution Committee nominated by Chief General Manager/Director (Operations & Technical) of DCI will try to resolve the dispute in an amicable way with the consent of DCI Management.

20.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DCI or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given and the disputes herein shall be settled by arbitration under the provisions of Indian Arbitration and Conciliation Act-1996.

Each party shall appoint an arbitrator and Arbitrators so appointed shall appoint a third Arbitrator who shall be the Presiding Arbitrator and the award of Arbitrators shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act, 1996( Act 26 of 1996) . The Arbitrators shall give a reasoned award within six months from the date of the appoint of the 3<sup>rd</sup> Arbitrator. The contract shall be governed by Indian Laws.

The dispute arising out or under the contract will be subject to the exclusive jurisdiction of the Courts at Visakhapatnam only.

21. **Limitation of Liability:**

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

22. **Governing Language:**

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

23. **Applicable Law**

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

24. **Compliance with Statutory Requirements:**

The contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations / Rules / Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws or scheme by the Contractor.

If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the DCI shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the DCI is required or called upon to pay or reimburse on behalf of the contractor.

25. **Taxes and Duties**

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

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- 25.2 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,
25. The copy of GST registration certificate to be furnished along with the tender. The GST registration number to be mentioned in the invoice for payment.
26. **Income Tax Deduction:**
- 26.1 Deduction of income tax shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax Act.
27. **Employment of Relatives:**
- 27.1 The bidder shall enclose a certificate that “he/she is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Shipping, Government of India”. The bidder shall also furnish a declaration along with his tender enclosing the names of the relatives who are employed in DCI.
- 27.2 The tenderer shall have to give a Certificate that the Contractor had not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence the bid process and have not committed any offence under the PC Act in connection with the bid.
- 27.3 The tenderer shall have to give a Certificate that the Contractor shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.
- 28 **Notices**
- 28.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by e-mail or Fax and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 28.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 28.3 As DCI is an ISO 14001:2004 (Environmental Management System) certified company, DCI committed for prevention of pollution by implementing Environmental friendly operational procedures. Hence, the contractor shall comply with all statutory and regulatory requirements pertaining to Environmental protection. Also, the contractor shall adopt the Environmental friendly procedures for execution of the work to the maximum possible extent.

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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. The corresponding clause number of the General Conditions is indicated in parentheses.

**1.1 Scope of Work:**

Manning, operation and Maintenance of DCI Steel Self Propelled Multi Utility Craft (MUC) in all Indian Port Waters and other Maritime Organizations including Indian Navy and Shipyards and shall be deployed as per requirement of DCI along with the CSDs, i.e. Cutter Suction Dredgers – ID Ganga/XVIII/Aquarius and Backhoe.. Also shall be used for pipe line works and Towing operations around the Indian Coast. The Steel Self Propelled Multi Utility Craft (MUC) will be shifted from Port to Port or other areas depending on project requirements as directed by DCI. Cutter Suction Dredger-ID Ganga/XVIII/ Dredge Aquarius and Backhoe shall be operated round the clock as and when required by DCI in the ports where she has been deployed. However at the time of award of work the contractor will be informed the exact requirement of place for providing Manning to Multi Utility Craft under this contract.

- 1.2 For manning, the contractor has to provide the officers as per S M D indicated in the Tender.
- 1.3 All the officers shall medically be fit for which certificate has to be obtained from a DG approved medical practitioner and shall be under the age of 65 years.
- 1.4 The contractor shall ensure regular maintenance and upkeep of the vessel. .The contractor shall attend to minor repairs of the vessel for day to day running of vessel.
- 1.5 DCI will arrange for supply of fuel, fresh water and lubricants etc., for consumption on board the vessel.
- 1.6 Contactor shall maintain proper log records of sign on and sign off and periodical verification of DCI.
- 1.7 The Master/ Engineer In-charge posted on self-propelled Multi Utility Craft shall be responsible for the entire operations of the vessel in all respects and shall report to the PIC, DCI of the concerned project or his authorised representative.
- 1.8 The contractor's officers and crew who are engaged shall be responsible for manning and operating the self-propelled Multi Utility Craft as per directives of DCI and must be conversant with DCI's operational requirement as well as rules and regulations of statutory authorities / Port authorities.

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- 1.9 The self propelled Multi Utility Craft shall be manned for 24 Hrs throughout the contract Period.
- 1.10 The self propelled Multi Utility Craft shall keep ready by Master for carrying out operations within an hour of receiving appropriate order from the DCI's authorized officer and self propelled Multi Utility Craft shall be in operational condition always and ready to deploy for operation round the clock.
- 1.11 All transportation cost towards men and material of the crew is the responsibility of the contractor.
- 1.12 Inspection of vessel: DCI has the right at any time to inspect the vessel for any reason they consider necessary. Insurance of vessel is on account of DCI.
- 1.13 Sailing of vessel from one port (from the presently deployed) to another port (to commence new operations in another port) as per requirement of DCI by the contractor.
- 1.14 For manning, the contractor has to provide suitable qualified crew for the vessel as required by the Owners as per Safe Manning Document (SMD) which includes but not limited to the following functions;

**a. Crew Management**

- i. Selecting and engaging the vessel's crew as per safe manning document, including payroll arrangements, and insurance for the crew.
- ii. Engaging that the applicable requirements of the law of the flag of the vessel are satisfied in respect of manning levels, rank, qualification and certification of the crew and employment regulations including crew's tax, insurance, discipline and other requirements.
- iii. Ensuing that all members of the crew have passed a medical examination with a qualified doctor certifying that they are fit for the duties for which they are engaged and are possession of valid medical certificates issued in accordance with appropriate flag state requirements.
- iv. Ensuing that the crew shall have a command of the English/Hindi language of a sufficient standard to enable them to perform their duties safely.
- v. Arranging and transportation of the crew including repatriation.
- vi. Training of the crew and supervising their efficiency.
- vii. Operating the contractor's drug and alcohol policy unless otherwise agreed.

**b. Technical management**

The contractor shall provide technical management which includes but is not limited to the following functions.

- i. Provision of competent personnel to supervise the maintenance and general efficiency of the vessel and shall ensure regular maintenance of the vessel.

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- ii. Supervision of dry docking repairs and the upkeep of the vessel to the standards required by the owners to ensure that the vessel will comply with the law of the flag of the vessel and of the places where she trades, and all requirements and recommendations of the classification society.
- iii. The contractor has to ensure the self-propelled Multi Utility Craft is ready at all times and stand by to take instructions from the DCI of concerned project office.
- iv. The contractor shall attend to minor repairs of the vessel for day to day running of vessel.
- v. Implementation and maintenance of safety Management system already in force in accordance with the ISM code.
- xi Sailing of vessel from one port (from the presently deployed) to another port ( to commence new operations in another port ) as per requirement of DCI by the contractor.

## 2.0 **Maintenance**

- 2.1. The contractor shall carry out the routine/ periodical / preventive maintenance and annual surveys of the vessel during the contract period. Normal routine maintenance, general maintenance, and servicing of machinery, Deck, Wheel House, main engines, Gen sets and other machinery, Engine Room etc shall be maintained as per OEM guidelines and DCI's maintenance schedule, so as to be minimize the break downs of the vessel's equipments, and shall be recorded properly in log books and to the satisfaction of HOD (OPS) or his representative. Contractor has to ensure these jobs are carried out with the help of the ships' crew.
  - 2.1.1 Routine maintenance of hull and machinery.
  - 2.1.2 The contractor shall ensure proper mooring and berthing of the vessel and conduct preventive maintenance including repairs of minor nature so as to keep the vessel ready and fit for operation.
  - 2.1.3 Periodical Painting and polishing of the vessel: The vessel's hull and superstructure has to be maintained in the best possible manner by undertaking regular cleaning, chipping and painting of the exposed portions. The vessel's above water hull and superstructure must be painted thoroughly. Paints shall be supplied by DCI.
  - 2.1.4 The contractor is responsible for Manning, Operating and Maintenance of the vessel as per directives of authorised officers of DCI. This includes servicing of all machinery, general & routine maintenance as per OEM operation /maintenance manuals, survey, running repair and break-down repair of the vessel. Main Engines, Gear Box & D.G sets are to be maintained by the OEMs or their authorised representatives.

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2.1.5 The Main Engines, Gear Boxes and Alternator Engines are to be checked regularly as per manufacturer's check list and all consumables to be renewed / replaced as considered necessary. Periodical calibration of fuel pump and injectors, de-carbonisation of units and replacement of all running spares at the appropriate time to be carried out regularly and a log book to be maintained in engine room which should be available to the DCI's representative, officers during their inspection or at any point of time. The heat exchangers are to be regularly checked, cleaned and de-scaled as per requirement. Pumps and all other equipment are to be maintained as per OEM recommendation. The alternators are to be maintained, regularly checked and conditions are to be regularly entered into in the log book. It is the responsibility of the contractor to make arrangements for the visit of the service personnel on board the vessel when at stream or berth.

2.1.6 All spares and stores with regard to repairs shall be supplied by DCI.

2.1.7 The survey and Dry dock repair shall be arranged by DCI through separate tendering. The defect list will have to be prepared by the contractor and they will be responsible for monitoring the repair progress on behalf of DCI. Time taken for such repair will not be counted for the purpose of availability of the vessel.

2.1.8 **The cost of such major repairs will be on account of DCI**

Penalty will be levied when it is established that major repair as aforesaid has been necessitated consequent to some negligence and / or failure on the part of the contractor to take adequate and timely preventive measures. The machineries indicated herein above in this clause is required to be checked twice a day and the conditions entered into the log book kept in the engine room for scrutiny of the DCI's representative. If at any point of time it is observed that any one of the above machineries is not behaving properly or if any unusual observation is made which is not for regular routine maintenance and upkeep, then the same is to be brought to the notice of the HOD (OPS), DCI or his representative immediately.

3.0 **Consumable & Stores:**

All running Stores, minor consumables and miscellaneous items including bulbs, fuses, cotton rags, waste cotton, soap, housekeeping items etc. shall have to be provided by the contractor. Collection of provisions/Stores, etc. should be arranged by the contractor in consultation with the authorised representative of DCI without hampering the operational requirement of the vessel.

4 **Underwater repair /dry docking of the vessel & engagement of drivers.**

4.1 Whenever vessel goes for routine dry docking / repairs as per the requirement of statutory authority or at any occasion when the vessel is required to be dry docked due to

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mal-functioning of underwater machineries, such work shall be carried out at DCI's expenses.

4.2 In the event of any damage to the underwater area of the vessel, a surveyor would be called for inspection and to identify the cause of damage. If the damage is caused due to improper handling of the vessel or for any neglect on the part of the Contractor or his employees, the cost will have to be borne by the contractor.

5.0 **Port Dues**: All Port dues are on account of DCI.

6.0 **Contract Period**: The proposed period of contract is 2 years and extendable by another one year as per the requirement of DCI at the same rates, terms and conditions.

7.0 **GUARANTEED AVAILABILITY :**

The Contractor will have to stand guarantee for the vessel's availability for at least **335 days** in a year, in fully operational condition. In case the availability of the vessel falls below the said minimum guaranteed level due to the failure of the contractor, LD as per clause 14.0 of GCC shall be levied for the 'DEFICIT PERIOD.' However, lay off/maintenance period of maximum 30 days will be allowed in a year. However, if the vessel is laid up for reasons beyond the control of the contractor, such laid up period will be excluded from the Guaranteed Availability.

8.0 **Site Visit**: Bidders are advised to visit DCI self-propelled Multi Utility Craft to acquaint themselves with the type of vessel and requirement thereof. Necessary permission for inspection should be obtained from the HOD (OPS) prior to such visit. They should also thoroughly acquaint themselves with the condition of the vessel with particular reference to the conditions of various machineries therein, the quantum of repair/maintenance likely to be required during the contract period availability of man power to operate and maintain the vessel and other local condition including prevailing labour condition etc. before submission of their bid. No excuse in this regard will be entertained later.

9. **Log Book**:

The contractor has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engine's important parameters, spares used, sub-contractor deployed, fuel oil and lube oil consumed / bunkering etc. to be logged daily and to be signed by the Engineer-In-charge, Master of the vessel and the same will be checked and countersigned by the officer nominated by the DCI Project In-charge.

A monthly log abstract to be prepared mentioning all the above stated important parameters duly signed by the Engineer-In-Charge and Master and same to be submitted with the monthly bill without which no payment will be released. Regular LSA & FFA drills to be

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undertaken on board and recorded .The daily log book to be retained on board / office and same to be produced on demand.

10 **DCI's Responsibilities**

Fuel and lubricants will be supplied by DCI to the vessel time to time as may be required for keeping the vessel in operation condition round the clock during the entire contract period, such supply will be made periodically as per requisition from the contractor at least 7 working days in advance. However, all arrangements for receiving the fuel on board the vessel shall be made by the contractor appropriately at the time and place indicated by the Engineer. Tank soundings of the vessel will be recorded before and after delivery of the fuel jointly by the contractor's representative and an officer deputed by the Engineer of the contract. The quantity ascertained through the difference in tank soundings of the vessel will be treated as the quantity received by the vessel. Prior handing over of the vessel, a joint trial by the contractor's representative and DCI's representatives shall be carried out, at the place of deployment wherein consumption pattern of the vessel shall be determined and recorded. Similar exercises will also be done after overhauling of any of the Main Engines or auxiliaries to determine the revised consumption pattern. The Engineer may undertake/repeat such trials at any time at his sole discretion. The quantity of fuel to be supplied by DCI will primarily depend of the above pattern of consumption. In the event of higher consumption than the pattern ascertained during joint trials, the cost of excess consumption will be deducted from the monthly bill of the contractor.

11.0 **Berthing Facilities:**

DCI shall arrange berthing facilities at the jetties/berths of the Ports whenever possible for the maintenance of the vessel and for berthing the vessel during non-working period or for shelter during rough weather during the tenure of the contract.

12.0 **Fresh Water:**

Fresh water will be supplied by DCI as and when required by the vessel on advance intimation.

13.0 **Gate Passes**

Gate passes for the Crew/Staff and Authorised representatives of the contractor have to be arranged by the contractor and DCI will coordinate the same.

14.0 **Operation Mode**

The vessel shall be ready for operation for 24 hours.

15.0 **On Standby Mode**

The vessel shall be deemed to be on standby if the vessel is made available to the authorised officer fully ready and fit for operation with sufficient crew, fuel and stores on

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board whereby the officer can order the Master to commence operation at half an hour's notice.

16.0 **Idle Time**

Where the contractor is unable to make available the vessel for operation and is in 'Stand by' mode for at least twelve hours continuously in a day due to the failure of the contractor, then the vessel shall be deemed to be idle for that day.

17.0 **Prices**

Price shall be inclusive of all expenses connected to Manning, Operation, minor consumables, Routine servicing of machinery, General maintenance/Upkeep, Routine maintenance, Minor repairs as per Cl. no.2.0 of SCC, and Housekeeping including supply of stores for the same, insurance of personnel, Boarding/lodging and transportation of crew and officers and also any other contractual obligations.

18.0 **Daily Rates:**

(i) These charges shall be paid for every day of 24 hours or on prorata basis as per BOQ.

19.0 **Certificates, Insurance & Survey**

19.1 Obtaining/updating statutory classification or any other certificates from the competent authority as necessary is on account of DCI. However it is contractor's responsibility to keep record of all the statutory certificates for updating and shall be informed to DCI periodically, as and when required to initiate action from DCI. However DCI is the authority for postpone/pre-pone any survey as and when necessary and accordingly survey repair. In this regard the contractor should inform DCI in advance.

19.2 Insurance of the vessel: is on account of DCI. However it is the contractor's responsibility to keep record of all the validity of insurance certificates and to inform DCI periodically, as and when required to take necessary action.

19.3 Insurance of all persons deployed by the contractor on board the vessel shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work.

20.0 **Mode of Payment:-**

20.1 The contractor will be paid on monthly basis. The contractor has to submit the bill/invoice for a month along with certified log book extracts, service reports, duly certified by the authorised officer together with the original supporting documents etc. and the receipt surrendering the old unusable material/scraps etc. to the concerned Project Office, for the vessel.

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20.2 DCI will endeavour to pay authentic and correct bills within 30 days from the date of submission of clear bill along with all relevant support documents. Should DCI request the successful bidder to raise bill in a break-up form, the successful bidder would be duty bound to do so. After receiving Work Order from DCI, the successful bidder must submit their Bank Account No. with E.C.S. facilities within 15 days from the date of issuance of Work Order to facilitate payment to the contractor by DCI through bank.

21. **Handing over/taking over of the vessel**

The vessel will be formally handed over to the contractor on signing the Agreement. Prior to commencement of the contract period a joint inspection / trial would be carried out with the contractor's representative and DCI's representatives and each and every movable / immovable items on board the vessel shall be accounted for and recorded under joint signatures and their condition noted for record. At the end of the contract period the said list shall be cross checked and if the condition of any item or material is found to be bad & missing or not in the state in which it was handed over, the cost of such damage to the property shall be assessed by DCI and deduction made from the contractors outstanding dues including Security deposit. However, this is not applicable in case of normal wear & tear. The contractor shall be responsible for safety and working readiness of the vessel and its parts and fittings till such time when the vessel is handed back to DCI. DCI's acceptance signed by the authorised officer only shall relieve the contractor of his responsibility. After the expiry of the contract, the contractor will hand over the vessel to DCI in proper working conditions with all machinery and inventory taken over by the contractor at the start of the contract.

22. **Ownership:**

Handing over the vessel for operation and maintenance does not imply any transfer of ownership. DCI will remain the rightful owner of the vessel in all respects. In case of any damage to any of DCI's assets, including to the vessel by dint of mishandling of craft by the contractor or his crew then the same shall be repaired/ renewed to pre-damage status by the contractor forthwith at his cost. In case such damages are not repaired /renewed by the contractor then HOD (OPS) shall have the rights to get the same done by whatever means found appropriate and the costs of the same shall be recovered from the Contractor.

23. **Used Oil and Scrap Materials.**

All used oil is to be handed over to DCI's concerned Project Office where vessel was deployed. Similarly all used or Scrap Material also to be handed over to DCI's project office where the vessel will be deployed and as per the instructions of DCI's Project Office.

24. **Risk Purchase/Termination of contract**

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- 24.1 Without being liable for any compensation to the contractor, DCI may in their absolute discretion, terminate the contract after giving him 30 days notice in writing due to occurrence of any of the following reasons and decision of the DCI in this respect, as communicated shall be final and conclusive.
- 24.2 The contractor has abandoned the contract.
- 24.3 In the opinion of the engineer, either the progress/ performance of work is not satisfactory or the work is not likely to be completed as per the agreed period and terms and conditions, on account of contractor's lapses.
- 24.4 The contractor has failed to commence the work or has without any lawful excuse under this condition has kept the work suspended for at least fifteen days despite receiving the Engineer or his representatives written notice to proceed with the work.
- 24.5 The contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligation under the contract or repeatedly failing in tests and trials.
- 24.6 Any bribe commission, gift or advantage is given promised or offered by or on behalf of the contractor to any officer, servant or representatives of the Trustees' or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- 24.7 The contractor is adjudged insolvent or enters into composition with his creditors or been a company goes into liquidation either compulsorily or voluntarily. Upon receipt of the letter of termination from work, which may be issued by the DCI, the contractor shall hand over the vessel with all its machinery, inventory etc. issued to him at the place to be ascertained from the Engineer, within 30 days of receipt of such letter.
- 25.0 **Performance Security**  
As per GCC clause 5
- 26.0. **Price Variation Clause**  
No other price variation will be allowed for whatsoever reason during the currency of the contract and the extended period if any.
- 27.0 **Liquidated Damages**  
As per GCC 14
- 28.0 **Settlement of Disputes (GCC Clause 20)**  
a. If any dispute or difference of any kind whatsoever shall arise between the DCI and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Departmental Resolution Committee nominated by Chief General Manager/Director

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(Operations & Technical) of DCI will try to resolve the dispute in an amicable way with the consent of DCI Management.

- b. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DCI or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given and the disputes herein shall be settled by arbitration under the provisions of Indian Arbitration and Conciliation Act-1996.

Each party shall appoint an arbitrator and Arbitrators so appointed shall appoint a third Arbitrator who shall be the Presiding Arbitrator and the award of Arbitrators shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act, 1996( Act 26 of 1996) . The Arbitrators shall give a reasoned award within six months from the date of the appointment of the 3<sup>rd</sup> Arbitrator. The contract shall be governed by Indian Laws.

The dispute arising out or under the contract will be subject to the exclusive jurisdiction of the Courts at Visakhapatnam only.

29. **Compliance with Statutory Requirements (GCC Clause 24)**

The contractor shall have the Seamen's Provident fund code and submit the same along with the tender. The contractor should follow all the relevant existing PF rules for the seafarers while making payments.

30. **Notices (GCC Clause 28)**

GCC 28.1—Contractor's address for notice purposes:

Decision Chief General Manager shall be final.

31. **Law of the Land:**

All relevant rules and regulations and laws regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the contractor at their own cost. DCI shall be at liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fails to comply with the relevant rules and regulations and the consequential damages are to be borne by DCI.

32. **Compliance of relevant Acts, Ordinances etc.**

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made there under, from time to time. It will be the duty of the contractor to abide by all the provisions of the

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Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works.

The contractor will be fully responsible for any delay, damage, etc. on his part and shall keep DCI indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and Procedures etc. The contractor shall indemnify DCI against payment to be made under or for the observance of the aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures, without prejudice to his right to claim indemnity from his Sub-contractors. The aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

33.0 **Interpretation of Contract Documents, Disputes and Arbitration.**

33.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including decision on the meaning of Specifications, Drawings & Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the breach of the contract, the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

33.2 If the contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/decision, require that the matter shall be referred to HOD(OPS), who shall thereupon consider and give a decision.

33.3 If, however, the Contractor is still dissatisfied with the decision he would give notice to the MD, DCI for Arbitration, within 15 days after receiving such decision. Within 60 days from contractor's written notice, the MD shall refer the matter to an Arbitrator from the panel of Arbitrators maintained by the DCI for the purpose and any such reference shall be deemed to be a submission for arbitration within the meaning of Indian Arbitration & Conciliation Act, 1996 or any statutory modification thereof.

33.4 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from the panel shall be appointed as sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.

33.5 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.

33.6 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, or any amendment thereof. The Arbitrator may, if

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necessary extend the time for making and publishing the award, with the consent of the parties

- 33.7 The venue of the arbitration shall be at Visakhapatnam. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 33.8 The award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act with latest amendments thereof. Arbitrator shall give a separate award in respect of each item of dispute and respective claim referred to him by each party and give reasons for the award.
- 33.9 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.
- 33.10 Save as otherwise provided in the contract the provisions of the Arbitration Act, and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this clause.
- 33.11 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which according to him, is due or payable to the contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

34. **SPECIFICATIONS OF DCI SELF PROPELLED MULTI UTILITY CRAFT**

- |    |  |  |
|----|--|--|
| 1. | Name of Vessel   | : Steel Self Propelled Multi Utility Craft |
| 2. | Overall Length   | : 32.00 Mtrs.(approx.)                     |
| 3. | Breadth moulded  | : 12.00 Mtrs.(approx.)                     |
| 4. | Mean moulded Draft (max) at  | : 2.50 Mtrs.                               |
| 5. | Propulsion   | : Twin / Triple-Screw                      |
| 6. | Speed  | : 10 Knots @ 90% MCR                       |
| 7. | Bollard Pull(min)  | : 35 tons @90% MCR                         |
| 8. | Complement   | : 12 (5 off & 7 crew) / (6 off & 6 crew)   |
| 9. | Three Cummins Main Diesel Engines rating each1200 HP at 1800 RPM driving fixed pitch propellers through a marine reduction gear box make REINT JES with reduction ration 5.042;1 with a bow thruster in the forward. |  |

Two auxiliary diesel engines of suitable power, each driving an AC auxiliary generator 125 KVA

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10. One emergency auxiliary diesel engine of suitable power, driving an auxiliary generator 32KVA.
  11. Fuel tank capacity : 150 T (min)
  12. Fresh water capacity : 50 T (min)
35. **Sunken Equipment:**
- If any equipment (floating or otherwise) belonging to the Contractor or Sub-contractor or any material or things therein or thereafter sink from any cause whatsoever, it shall immediately be reported by the Contractor to the Competent Authority and Contractor shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as port/ DCI may direct. The fact that the sunken equipment, material or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Contractor from his obligations under this clause to raise and remove the same. Until such sunken equipment, material or things have been raised and removed, the Contractor shall set such buoys and display at night such lights and do all such things for the safety as may be required by the Competent Authority/ port/ DCI. In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, the port/DCI may cause to set buoys and display at night lights on such equipment and raise and remove the same without prejudice to the right of the port/DCI to hold the Contractor liable and all expenses and consequences thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from him as a debt by the port/DCI or may be deducted by the port/ DCI from any money due or which may become due to the Contractor.
36. INTEGRITY PACT: The Integrity Pact has been included to this subject Tender and to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 2 (two) originals as per the Form 10. This Integrity Pact will form part of the Tender Document.

Contractor Signature with seal

**SECTION - V**

**TECHNICAL SPECIFICATION**

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

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**SECTION – VI**

**SAMPLE FORMS**

Notes on the Sample Forms

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

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

The Proforma for Bank Guarantee for Earnest Money Deposit duly filled in should be submitted along with the Techno-Commercial 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 supplied to MUC for Hire duly filled in should be submitted along with the Techno-Commercial Bid.

Vender Registration Form (Pan No., GST No. & Bank Details etc.)

Integrity Fact. (As per Proforma)

Contractor Signature with seal

**1. Bid Form**

Date: \_\_\_\_\_

To:

The Dredging Corporation of India Limited,  
'Dredge House', Port Area,  
Visakhapatnam – 530 035.

Gentlemen:

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

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020\_\_\_\_\_.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

Contractor Signature with seal

**2. PRICE SCHEDULE**

**PREAMBLE TO PRICE BID**

TENDER FOR SUPPLY/PROVIDING, MANNING FOR OPERATION AND MAINTENANCE OF ONE No. STEEL SELF PROPELLED **MULTI UTILITY CRAFT (MUC)** TO FACILITATE ASSISTING CSDs, PIPELINE WORKS, TOWING ETC AT ALL INDIAN PORTS AND OTHER MARITIME ORGANISATIONS INCLUDING INDIAN NAVY AND SHIPYARDS

1. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
2. No other charges, other than those specified in the tender conditions shall be payable.

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(COVER –B)

**DREDGING CORPORATION OF INDIA LIMITED**  
**VISAKHAPATNAM**  
**BILL OF QUANTITIES (BOQ)**

**Name of the Work:** TENDER FOR SUPPLY/PROVIDING, MANNING FOR OPERATION AND MAINTENANCE OF ONE NO. STEEL SELF PROPELLED **MULTI UTILITY CRAFT (MUC)** TO FACILITATE ASSISTING CSDs/BACKHOE PIPE LINE WORKS, TOWING ETC AT ALL INDIAN PORTS AND OTHER MARITIME ORGANISATIONS INCLUDING INDIAN NAVY AND SHIPYARDS.

S.No	Description	Unit	Quantity in Days	Rate in Rs.	Amount in words
I	<b>HARBOUR OPEARTIONS</b> Manning of Crew & Officers as per Annexure-A, including wages, victualling, allowances, uniform, insurance, travel as per INSA/MUI & NMB agreements, Day to day Routine Maintenance, Operation & up keeping of Multi Utility Craft in assisting CSDs/Backhoe for carrying out Dredging & other related works like Pipeline works, towing etc., at Various ports of India and other Maritime organizations including Indian Navy and Shipyards within the Port limits.	Per day of 24 Hrs.	305		
II	Minor Consumables expenditure per day for day to day Maintenance and up keep of the vessel (as per Clause No:- 3 of SCC)	Per day of 24 hrs	365		
III	<b>COSTAL VOYAGE</b> Manning of Crew & Officers as per Annexure-B, including wages, victualling, allowances, uniform, insurance, travel as per INSA/MUI & NMB agreements, Day to day Routine Maintenance, Operation & up keeping of Multi Utility Craft for sailing from one Port to another, either along costal or circumventing SriLanka including towing.	Per day of 24 hrs	60		

Note: - 1. The rate quoted should be inclusive of all taxes, dues, levies etc except GST.

2. For Evaluation purpose, Item No: - I shall be considered for 305 days, Item No: - II for 365 days and Item No:-III for 60 days in a year.

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**ANNEXURE-A****Minimum Grade Required For Harbour Operations:-****Deck Side:-**

1. Master	- 1 No	Inland Master 1 <sup>st</sup> Class
2. Mate/ Chief Officer	- 1 No	Inland Master 2 <sup>nd</sup> Class
3. SHM	- 2 Nos	Rating forming part of Navigation Watch
4. OS	- 2 Nos	Basic STCW Courses
5. Cook	- 1 No	Basic STCW Courses

**Engine Side:-**

1. Chief Engineer	- 1 No	MEO CI III(NCV-SEO)
2. WKE	- 2 Nos.	MEO CI IV (NCV)
3. ERR-1	- 1 No	Rating forming part of E/R watch
4. GPR	- 1 No	GP Rating

**Total 12 Nos.**

Contractor Signature with seal

**Minimum Grade Required For Coastal Voyage:-****Deck Side:-**

- |                       |          |   |
|-----------------------|----------|---|
| 1. Master             | - 1 No   | Master(NCV<500 GT) or Mate(NCV) with 6 months Experience. |
| 2. Mate/Chief Officer | - 2 Nos. | NWKO(NCV) or Inland master 1 <sup>st</sup> Class          |
| 3. SHM                | - 2 Nos. | Rating forming part of Navigation Watch                   |
| 4. OS                 | - 1 No   | Basic STCW ( Ch VI) Course                                |
| 5. Cook               | - 1 No   | Basic STCW ( Ch VI) Course                                |

**Engine Side:-**

- |                    |        |   |
|--------------------|--------|---|
| 1. Chief Engineer  | - 1 No | MEO CL-II or MEO CL III(NCV-GEO) or MEO CL III(NCV-SEO) with 12 months experience |
| 2. Second Engineer | - 1 No | MEO CI III(NCV-SEO) or MEO CL-IV (NCV) with 12 Months Experience.                 |
| 3. Third Engineer  | - 1 No | MEO CI IV(NCV) Part-A   |
| 4. ERR-1           | - 1 No | Rating forming part of E/R watch  |
| 5. GPR             | - 1 No | GP Rating   |

<b>Total 12 Nos.</b>
----------------------



3. **BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

**Bank Guarantee No.**  
**Date**

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

WHERE AS (hereinafter) called “the Tenderer” has submitted its tender dated .....for the execution of (name of work).....(hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam – 530 001 hereinafter called the “CORPORATION”.

KNOW ALL MEN by these presents that we, (Bankers full address)  
(Hereinafter called “the Bank” are bound unto the Corporation for the sum of Rs.....  
(Rupees.....only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

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

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

Contractor Signature with seal

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.4,05,885/-(Rupees Four Lakhs Five thousand Eight hundred and Eighty Five only) and will remain in force up to 90 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 of .....2020

For

.....

(Indicate Name of the Bank)

4. **FORM OF CONTRACT AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN the Dredging Corporation of India Ltd., a body corporate under Company's act having its registered office at New Delhi and Head Office at Visakhapatnam (hereinafter called "the Employer", "which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the One Part AND \_\_\_\_\_ (name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part.

WHEREAS the "Employer" is desirous of \_\_\_\_\_  
\_\_\_\_\_ and the Contractor has offered to \_\_\_\_\_

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

Contractor Signature with seal

- Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
- 3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
- 4. That the Employer hereby covenants to pay the Contractor, in 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.

Signed and sealed by:

CONTRACTOR

Signature :  
Name :  
Designation :  
Seal :

Signature:  
Name :  
Designation  
Seal :

In the presence of  
Witness

a) Signature  
Name & Address:

Signature  
Name & Address:

Contractor Signature with seal

**5. FORM OF BANK GUARANTEE BOND**

(IN LIEU OF PERFORMANCE SECURITY)

Bank Guarantee No.

Date

To

Dredging Corporation of India Limited

.....

.....

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

..... only), we .....(hereinafter referred (indicate the name of the Bank) to as “the Bank” at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceeding .....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, ..... (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said

Contractor Signature with seal

Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .....(say.....only)

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

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

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

Contractor Signature with seal

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
  
7. We ... lastly undertake not to (indicate name of the Bank) revoke this guarantee during its currency except with the previous consent of the DCI in writing.
  
8. This guarantee will remain in force until ..... All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to.....(..... Only).

Dated the .....day of .....2020

Contractor Signature with seal

**Form No 6.**

Qualification Requirements

(Referred to in Clause 11.2 of ITB)

A) Financial Qualification:

The bidder should furnish

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

B) Technical Qualification:

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

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

1. Bidder should have experience successfully carried out \*similar work during last seven years ending 31<sup>st</sup> March , 2020 as mentioned below:
  - a. Three similar completed works costing not less than **Rs.162.35 lakhs** each or
  - b. Two similar completed works costing not less than **Rs.202.94 lakhs** each or
  - c. One similar completed work costing not less than **Rs.324.70 lakhs**

**\*Similar work means having the experience of successfully carried out Manning, Operation and Maintenance of Coastal vessels/Inland Vessels/Port Crafts for any Government body/Port sector/Semi-Government body/Autonomous bodies up to 31 March 2019.**

2. Average Annual financial turn over during the last 3 years ending 31st March 2016 should be at least **Rs.121.76 Lakhs**
3. The Service Provider should have the following for pre qualification:-

Contractor Signature with seal



- Bidder must have valid RPSL (Recruitment and Placement service licence) issued by Director of Seaman's Employment office, Mumbai/Kolkata/Chennai or DG shipping, GOI along with proof of payment of Seamen's Provident Fund, Seamen's levy fee from above experienced work
  - Should be MLC 2006 compliant.
4. The firm must have Manned, Operated and maintained directly at least one M.S. Class Vessel/Coastal Vessel. Performance certificate and work order / agreement obtained from the client as per the safe manning document (SMD) to be produced to establish the credibility.
5. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2016-17, 2017-18, 2018-19, and Sea men P.F. statement, to be submitted in support of authenticity of their submission.

**Form No 7**

**Details & List of Inland Masters, Engineers Proposed for engagement for the subject work**

Contractor Signature with seal

**SECTION – VII**

**CHECK LIST FOR TECHNO- COMMERCIAL BID**

1. A Bid Form except the Price Schedule
2. A list of similar works tendered for and in hand/being executed as on the date of submission of tender.
3. A detailed list of Inland Masters, Engineers Proposed for engagement for the subject work.
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
  - Audited balance sheet for the last three years;
  - Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:
    - Brief description of the work
    - List of Inland Masters & Engineers deployed
    - Contract amount
    - Time limit for completion
    - Whether the work has been completed within the stipulated time.
    - Whether any liquidated damages have been levied.
5. Earnest money deposit in the form of
  - e- challan or
  - Bank Guarantee
6. PAN Number
7. Registration with Sea men's Provident Fund Authorities
8. Vender Registration Form.
9. 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) as per the Form 10. The Integrity Pact will form part of the Tender Document.
10. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
11. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
12. Information regarding any current litigation in which the tenderer is involved.
13. Copies of original certificates of crew as per SMD proposed to be offered to DCI.
14. Copy of the existing insurance policy covering the crew and third party.
15. The bidder shall have to give a Certificate as specified in Clause 27 of GCC.
16. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.

Contractor Signature with seal

**5. VENDOR FORM**

1. Vender Details

a) Name of the Vendor :

b) Address :

c) Place of Registration :

d) Principal place of  
business :

e) Email ID :

f) Contact No. :

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

a) PAN No. :

b) GSTIN :

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

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

a) Bank Name, Branch &  
City :

b) Bank Account Number :

c) IFSC :

Contractor Signature with seal

**9. INTEGRITY PACT (FORM 10)**

**INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT**

1. As per SCC Clause 36 of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
2. Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
  - 2.1 The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:  
"This stamp paper is an integral part of the Integrity Pact executed by us for \_\_\_\_\_[*Insert the name of the package*] Package and Specification Number[*Insert Specification Number: package*]"**[Sample is given overleaf]**
  - 2.2 In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:  
  
"The Integrity Pact executed by us for[*Insert the name of the package*] Package and Specification Number[*Insert Specification Number of the package*] is enclosed herewith"**[Sample is given overleaf]**
3. Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
4. All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
5. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.
6. The Bidder shall not change the contents of the Integrity Pact.
7. Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

Note: The word EMPLOYER has been used in place of PIA short name. The same may be changed accordingly.

(These are instructions for execution and does not form part of the Integrity Pact)

**Rs. 100/- Non-judicial Stamp paper**  
**INTEGRITY PACT**  
**Between**

Contractor Signature with seal

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

**And**

**( \_\_\_\_\_ ) hereinafter referred to as "The Bidder/Contractor"**

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract(s) for the tender No. DCI/HO/OPS/MUC-Manning/2020, date: xx-xx-2020. 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)/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 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 other benefit which he/she is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and fairness. 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 tender process or the contract execution.
  - c) The Principal will exclude from the process all know 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 person or firm, offer promise or give to any of the Principal's employee involved in the tender process or the 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 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 actions to restrict competitiveness or to introduce cartelization in the bidding process.

Contractor Signature with seal

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose 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 Foreign Principals, if any. Further details as mentioned in the "Guidelines of 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 India 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.
  - 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 and take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" will be followed.

**Section 4:- Compensation for Damages.**

1. If the Principal has disqualified the Bidder 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, 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 shall declare that no previous transgressions occurred in the last three years with any other company in any country confirming to the anti corruption approach or with any Public Sector Undertakings / Enterprises 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 as per the procedure mentioned in "Guidelines on Banning of business dealings".

Contractor Signature with seal

**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 does not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, 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 Chief Vigilance Officer (CVO).

**Section 8: Independent External Monitor(s).**

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 the project documents 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 Contractor. The parties Offer to the Monitor the option to parties 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.

Contractor Signature with seal



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. The 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 report 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.

**Section 9: Pact Duration**

1. 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 after the contract has been awarded.
2. 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 the 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 firm or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out 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 Principal)

---

(For & On behalf of Bidder/Contractor)  
(Office Seal)

Contractor Signature with seal

(Office Seal)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 1 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor Signature with seal

**SECTION-VIII**

DECLARATION

Date: xx.xx.2020

To  
HOD(OPS)  
Dredging Corporation of India Limited,  
Dredge House, Port Area,  
Visakhapatnam – 530 001

Sub: - Supply/Providing, Manning for Operation and Maintenance of one No Steel Self Propelled **Multi Utility Craft (MUC)** to facilitate assisting CSDs/Backhoe, Pipeline works, towing etc., in all Indian ports and other Maritime organizations including India Navy and shipyards”

Ref:- NIT No:- DCI/HO/OPS/MUC-Manning/2020, dated:14.02.2020

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 BIDDER

Contractor Signature with seal

DECLARATION

Date: xx.xx.2020

To  
HOD(OPS)  
Dredging Corporation of India Limited,  
Dredge House, Port Area,  
Visakhapatnam – 530 001

Sub: - Supply/Providing, Manning for Operation and Maintenance of one No Steel Self Propelled **Multi Utility Craft (MUC)** to facilitate assisting CSDs/Backhoe, Pipeline works, towing etc., in all Indian ports and other Maritime organizations including India Navy and shipyards”

Ref:- NIT No:- DCI/HO/OPS/MUC-Manning/2020, dated:14.02.2020

Dear Sir,

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

or

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

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

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER

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

Contractor Signature with seal

DECLARATION

Date: xx.xx.2020

To  
HOD(OPS)  
Dredging Corporation of India Limited,  
Dredge House, Port Area,  
Visakhapatnam – 530 001

Sub: - Supply/Providing, Manning for Operation and Maintenance of one No Steel Self Propelled **Multi Utility Craft (MUC)** to facilitate assisting CSDs/Backhoe, Pipeline works, towing etc., in all Indian ports and other Maritime organizations including India Navy and shipyards”

Ref:- NIT No:- DCI/HO/OPS/MUC-Manning/2020, dated:14.02.2020

Dear Sir,

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

or

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

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

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER

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

Contractor Signature with seal

DECLARATION

Date: xx.xx.2020

To  
HOD (OPS)  
Dredging Corporation of India Limited,  
Dredge House, Port Area,  
Visakhapatnam – 530 001

Sub: - Supply/Providing, Manning for Operation and Maintenance of one No Steel Self Propelled **Multi Utility Craft (MUC)** to facilitate assisting CSDs/Backhoe, Pipeline works, towing etc., in all Indian ports and other Maritime organizations including India Navy and shipyards”

Ref:- NIT No:- DCI/HO/OPS/MUC-Manning/2020, dated:14.02.2020

A. With reference to your above referred Tender, we hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.

and,

B. We hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER

Contractor Signature with seal

TENDER ACCEPTANCE LETTER  
(To be given on Service provider Letter Head)

Date: xx.xx.2020

To  
HOD (OPS)  
Dredging Corporation of India Limited,  
Dredge House, Port Area,  
Visakhapatnam – 530 001

Sub: - Supply/Providing, Manning for Operation and Maintenance of one No Steel Self Propelled **Multi Utility Craft (MUC)** to facilitate assisting CSDs/Backhoe, Pipeline works, towing etc., in all Indian ports and other Maritime organizations including India Navy and shipyards”

Ref:- NIT No: DCI/HO/OPS/MUC-Manning/2020, dated:14.02.2020

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 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)

Contractor Signature with seal