



DREDGING CORPORATION OF INDIA LIMITED
(A Government of India Undertaking)
DREDGE HOUSE, PORT AREA,
VISAKHAPATNAM – 530 001.

DCI/OPS/MUMBAI/MbPT/Routine-BOAT/2017

Date: 03-11-2017

TENDER

FOR

SUPPLY, MANNING AND RUNNING OF 01 (ONE) WOODEN HULL MECHANISED BOAT OF NOT LESS THAN 100 HP FOR MAKING ROUTINE TRIPS TO DCI DREDGERS AND OTHER PROJECT WORKS AT MUMBAI PORT.

TENDER DOWNLOADED BY:

M/s. _____

Cost of Tender document Rs Rs.1,180.00 (Rupees One thousand one hundred and eighty only)
(Rs.1,000.00 towards cost of tender document + Rs 180.00 towards GST at 18%)

E-Payment vide transaction # _____ dated _____ (Receipt enclosed) / by Demand draft # _____ dated _____ drawn on _____ Bank, favoring Dredging Corporation of India Ltd., Visakhapatnam.

GENERAL MANAGER (OPS)
Operations Department
DREDGING CORPORATION OF INDIA LTD
4TH FLOOR, DREDGE HOUSE", PORT AREA
VISAKHAPATNAM, ANDHRA PRADESH (INDIA)
PIN -530001
TELEPHONE NO 0891-2871 397 /2871 328 / 2871 372
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DUE DATES:

S. No.	Details	From		To	
1	Down loading of Tenders from websites www.dredge-india.com http://eprocure.gov.in www.tenders.gov.in	0930 Hrs	03-11-2017	1730 Hrs	16-11--2017
2	Last date of receipt of Bid documents	-----	----	1500 Hrs	17-11-2017
3	Opening of Technical Bid (Cover A)	-----	-----	1530 Hrs	17-11-2017

GENERAL MANAGER (OPS)
Operations Department
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SIGNATURE OF THE CONTRACTOR

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SECTION I

INVITATION FOR BIDS

(IFB)

SIGNATURE OF THE CONTRACTOR



DREDGING CORPORATION OF INDIA LIMITED
(A Government of India Undertaking)
DREDGE HOUSE, PORT AREA,
VISAKHAPATNAM – 530 001.

DCI/OPS/MUMBAI/MbPT/Routine-BOAT/2017

Date: 03-11-2017

SECTION-I

INVITATION FOR BIDS
(IFB)
(NOTICE INVITING TENDER)

1. Sealed Tenders are invited in Two covers bid system, Cover-A “Techno-Commercial Bid” & Cover-B “Financial Bid” by DREDGING CORPORATION OF INDIA LIMITED, Visakhapatnam from experienced contractors for the work as detailed below:
- A. Name of Work : SUPPLY, MANNING AND RUNNING OF 01(ONE) WOODEN HULL MECHANISED BOAT OF NOT LESS THAN 100 HP FOR MAKING ROUTINE TRIPS TO DCI DREDGERS AND OTHER PROJECT WORKS AT MUMBAI PORT.
- B. Period of Contract : 03 (Three) years and extendable by one more year at the discretion of DCI.
(In a year, boat supply will be for approximately 4 to 6 months only) from the date of issue of work order.
Curtailement / Extension of contract Period is at the Discretion and as per the convenience of DCI.
- C. Earnest Money Deposit : Rs.50,000.00 (Rupees Fifty thousand only) either by way of E-Payment or Bank Guarantee (BG) from any Scheduled bank in India drawn in favor of Dredging Corporation of India Limited, payable at Visakhapatnam.
(In case of E-Payment – E Receipt to be enclosed)
- D. Downloading of Tenders : 03-11-2017 to 16-11-2017 up to 1700 Hrs on all working days.
- E. Last date for receipt of Tenders : 17-11-2017 up to 1500 Hrs at Operations Department, 4th Floor, Dredge House, Port Area, Visakhapatnam – 530 001.
- F. Opening of Techno-Commercial Bids. : 17-11-2017 at 1530 hrs at Operations Department, 4th Floor, Dredge House Port Area, Visakhapatnam – 530 001
- G. Cost of Tender Document : Rs.1,180.00 (Rupees One thousand, one hundred and eighty only)
To be paid by way of E-challan (E-receipt to be enclosed along with the tender in Cover-A) or Demand draft drawn on any scheduled bank in India favoring Dredging Corporation of India Ltd., payable at Visakhapatnam

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2. For online Payment (The Bank Details are as follows) :

<p>Bidders can also pay the</p> <ol style="list-style-type: none"> 1. Cost of Tender documents 2. EMD 3. Performance security 4. Or for any other payments due to be paid to DCIL. <p><u>E-Receipt in respect of Cost of tender document and EMD in this regard is a must and to be attached to the tender document in Cover -A.</u></p>	<p><u>Details of Bank account :</u></p> <ol style="list-style-type: none"> (i) Name of the Company: Dredging Corporation of India Ltd., (ii) Name of the Bank : Syndicate Bank (iii) Branch Name : DCI Ltd. Branch , Port Area, Visakhapatnam-530001 (iv) IFSC code : SYNB0003583 (v) Swift code : SYNBINBB032 (vi) Account type: : Current account (vii) Account No. : 35833070000014 (viii) GST No. : 37AAACD6021B1ZB
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3. Interested and eligible Tenderers, may download the Tender documents directly from our official web-sites www.dredge-india.com and <http://eprocure.gov.in>.
4. The tender document should filled appropriately and to strike off wherever not necessary
5. All the necessary documents as per the check list at clause # 7 of ITB and as per the Check lists at Section VII are to be enclosed. The completed tender document with all enclosures to be placed in a TWO COVER BID duly super scribing the name of the tender on the top of the each cover with the address both enclosed in another Super scribing the details.
6. The tenderers should ensure that the tender documents are to be duly filled and dropped in the designated tender drop box situated at 4th floor, Operations Department, Dredging Corporation of India Ltd, Dredge House, Port Area, Visakhapatnam-530001 on or before the stipulated time and date, either through their authorized person/agent/ or by registered post/speed post / courier clearly with an instruction to drop in the tender box. Any delay in submission of tender due to postal, wrong address delivery, natural calamities etc., will not be at the responsible of DCIL and is / are liable for outright rejection.
7. Submission of the tender document has to be carried out strictly as per the provisions provided and no edition, deletion of matter shall be permitted. If such an action is observed at any stage, such proposals are liable for outright rejection and any pending for payment will be forfeited and liable for prosecution.(Annexure –V)

8. Pre-Qualification Criteria:

- a. Experience of having successfully completed similar works during last seven (07) years ending last day of month previous to the one in which tenders are invited should be either of the following;
 - i. Three similar completed works each costing not less than the amount of **Rs.6.73 Lakh**
OR
 - ii. Two similar completed works each costing not less than the amount of **Rs.8.42 Lakh**
OR
 - iii. One similar completed work costing not less than the amount of **Rs.13.46 Lakh.**

- b. Average Annual financial turn over during last 3 years ending 31st March 2017 should be at least **Rs.5.0Lakh.**

(Similar works means: Similar works for above purpose include providing boat services (steel Hull/ wooden hull) to vessels for Logistic purpose plying in Indian Port water and Port related works)

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9. 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. Accept the tender in whole or part.
5. Reject the tender received with counter conditions.

10. SCOPE OF WORK

Name of work: Supply, manning and running of one number mechanised boat of not less than 100 HP for routine services to DCI Dredgers and other Project works at Mumbai Port waters”.

Description of Works:

Dredging Corporation of India Limited is likely to take up the work at Mumbai Port shortly for Maintenance dredging in Approach Channels, Turning Circles, Outside Berths, Indira Dock Basin, Bunder Areas and Anchorages of Mumbai Port for three years from the year 2017-18. In this connection, the Corporation desires to hire One number mechanized boat of not less than 100 HP for routine services to the dredgers, survey, diving works and other project works at Mumbai Port waters. The boat also required transport Lub oil drums / empty drums and any other materials of Dredgers from shore to Dredger vice versa, during that period the boat crew members assistance shall be utilized and no separate payment shall be made for such works.

The hired boat shall be used for routine trips such as transportation of men and material from jetty to Dredgers vice versa, for conducting surveys, for diving works and any other project related work as instructed by the Site-in-charge /In-charge of Dredger / Project Manager.

1. The boat shall have the following amenities / arrangements / provisions to utilise for project works.
 - (i) Boat with sufficient size and stability to safely and properly carry out routine services, Pipeline works for conducting surveys, for diving works and any other project works in the site and sea conditions at Mumbai Port waters throughout the contract period including extendable period.
 - (ii) The Horse Power should be not less 100 HP.
 - (iii) Seating arrangement for at least 10 persons and ceiling properly covered with canopy protecting from Sun and Rain or permanent cabin for men and material.
 - (iv) Adequate radio communication / Cell Phone Communication, all statutory requirement such as Life Saving Appliances, Fire Fighting Appliances, etc., as per relevant rules.
 - (v) Good maneuverability and Ample space for transporting of men, material, stores, spares, etc.,
 - (vi) Experienced Helmsman.
2. The services of the boat shall be used the running hours will be normally 12.00 Hours in a day of 24.00 Hours.
3. The Boat shall be used for routine services, for conducting surveys, for diving works and any other project works in the site and sea conditions at Mumbai Port waters throughout the contract period and extendable period.
4. Rate quoted shall be inclusive of all Port Dues for plying in Port waters, Passes for Crew, HSD, Lub oils and all consumable items for the Boat operations inclusive of all men, material etc., complete during the contract period including extension period and bills should be submitted in duplicate, i.e., one original with one copy.

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SECTION II

INSTRUCTIONS TO BIDDERS

(ITB)

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SECTION II.
INSTRUCTIONS TO BIDDERS
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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 Boat suppliers 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 (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.

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 case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. Content of Bidding Documents

- 3.1 (The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB),) the Bidding Documents include:

- a. Instructions to Bidders (ITB)
- b. General Conditions of Contract (GCC)
- c. Special Conditions of Contract (SCC)
- d. Technical Specifications
- e. Sample Forms containing the following:
 - Bid Form
 - Price Schedules
 - Proforma For Bank Guarantee for Earnest Money Deposit
 - Agreement Form
 - Performance Security Form
 - 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 fax 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 Three (3) Days prior to the deadline for the submission of bids prescribed in ITB Clause 17.1. Written

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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 notified in writing or by fax to all prospective Bidders which have received the Bidding Documents and will be binding on them.
- 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 discretion, 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.

7. Documents Comprising the Bid

- 7.1 The Bids shall be in Two Cover System consisting of
 - ❖ Techno Commercial Bid (Cover-A); and
 - ❖ Price Bid (Cover-B)
- 7.2 The "Techno Commercial Bid" (Cover-A) prepared by the Bidder shall comprise the following components:
 - a) A Bid Form **except** the Price Schedule completed in accordance with ITB Clause 8;
 - b) A list of works tendered for and in hand/being executed as on the date of submission of tender.
 - c) A detailed list of Boats / equipment available with the tenderer and which are proposed for deployment for the work under consideration including their specification.
 - d) 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 for the last three years;
 - e) Earnest Money deposit in the form of E-Payment/Bank Guarantee furnished in accordance with ITB Clause 12.
 - f) PAN No. & GST Registration.
 - g) Registration with Provident Fund Authorities.
 - h) Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
 - i) Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
 - j) Information regarding any current litigation in which the tenderer is involved.
 - k) Copies of original certificates of registration etc., of the Boat (s) proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the Boat, Crew and Third Party.
 - l) Copy of clear title of the ownership of the Boat. If the tenderer is not the owner of the boat, necessary documents in support of the authorization or lease granted by the owner of the boat to the tenderer to offer and operate the mechanized boat by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.
 - m) Proof of Compliance with the Harbour Craft Rules or any other Rules and Regulations in force.
 - n) Check list for Techno-Commercial Bid.
DCI reserves its right to seek any other details / documents to ascertain the competence of the tenderer.
 - (o) Details of Bank account for Electronic Transfer of Payments. (**Annexure-IV**)

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- (p) The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid as per format given at Annexure-III on Tenderer's / firm's letter head
- (q) The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid as per format given at **Annexure-III** on Tenderer's firm's letter head.

8. **Bid Form**

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

9. **Bid Prices**

- 9.1 The Bidder shall indicate in the Price Schedule the unit prices (where applicable) 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.

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 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, and production capability 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 mechanized boat proposed for hiring 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 furnish, as part of its bid, a earnest money deposit indicated at Clause # 1(C) of IFB at Section –I.
- 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 12.7.
- 12.3 The earnest money deposit shall be in the form of a E-Payment or a Bank Guarantee issued by a Nationalised Bank / Scheduled Bank having its branch in Visakhapatnam, in the form provided in the bidding document or another form acceptable to the DCI and valid for thirty (30) 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 as but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the DCI pursuant to ITB Clause 13 without interest.
- 12.6 The successful Bidder's earnest money deposit will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 30.1, and furnishing the performance security, pursuant to ITB Clause 30.

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- 12.7 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
 - iii. In the case of a successful Bidder, if the Bidder fails:
 - a) to sign the contract in accordance with ITB Clause 29; or
 - b) to furnish performance security in accordance with ITB Clause 30.

13. Period of Validity of Bids

- 13.1 Bids shall remain valid for a period of **90 days** after the date of bid submission prescribed by the DCI, pursuant to ITB Clause 16. A bid valid for a shorter period shall be rejected by the DCI as non-responsive.
- 13.2 In exceptional circumstances, the DCI may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax / e-mail). The earnest money deposit provided under ITB Clause 12 shall also be suitably extended.

14. Format and Signing of Bid

- 14.1 The Bidder shall prepare an original and one copy of the bid, clearly marking each "ORIGINAL BID" and "FIRST COPY OF BID," (Techno-Commercial Bid and Price Bid separately) as appropriate. In event of any discrepancy between them, the original shall govern.
- 14.2 The original and the one copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 14.3 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.
- 14.4 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 Bidder shall seal the bids (Techno-Commercial Bid and Price Bid separately) in separate covers. The covers shall then be sealed in an outer cover.
- 15.2 The inner and outer covers shall:
 - (a) be addressed to the DCI at the address given in the Invitation for Bids; and
 - (b) bear the Name of the Work indicated in the Invitation for Bids (IFB), and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Invitation for Bids, pursuant to ITB Clause 19.1.
- 15.3 The inner covers shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."
- 15.4 If the outer cover is not sealed and marked as required by ITB Clause 15.2, 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 ITB Clause 15.2 not later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a Holiday for the DCI, the bids will be received up to the appointed time on the next working day.

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- 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:**
- 17.1 Any bid received by the 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.

E. Opening and Evaluation of Bids

19. Opening of Bids by DCI

- 19.1 The DCI will open all the outer covers containing both sealed Covers-"A" and "B" of the bids and the Cover-"A" Techno-Commercial Bids only in the presence of bidders' representatives who choose 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 a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for the DCI, the bids shall be opened at the appointed time and location on the next working day.
- 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 "Tech-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.
- 21.2 The DCI may waive any minor informality, nonconformity, 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 6), 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.

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22. Evaluation and Comparison of Bids

- 22.1 The Cover "B" containing the Price Bids will be opened of only those tenderer 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 qualified Bidders and will be opened in the presence of such authorized persons or representatives who wish to be present.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between 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 Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- 22.3 The Boat to be supplied for DCI services should be not less than 100 H.P and should be shallow draft vessel to ply in shallow waters and should be in good working condition and capable of carrying **10** persons and one **tonne** weight of material. The boat should be capable of plying in the Port of Mumbai waters in all the seasons and weather conditions throughout the year. The Tenderer shall arrange for inspection and trial run of the boat/boats along with relevant documents by the committee or the nominated representative(s) of DCI Ltd., at his cost and all other related expenses are to be borne by the contractor. The tenderer having only such technically qualified/approved boats shall be considered for opening of price bid. The decision of the GM (Ops) DCI, Visakhapatnam about the suitability of the Boat will be final.

23. Contacting the Dredging Corporation of India (DCI)

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

F. Award of Contract**24. Post –qualification**

- 24.1 In the absence of prequalification, 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

- 25.1 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

- a) The contract period is two years (Per year 6 Months) from the date of commencement of work extendable by one more year with same rates, terms and conditions at the discretion of DCI. However, the contract can be curtailed at the discretion of the Corporation. In case of curtailment of the contract period, the tenderer shall be informed of the same well in advance by 7 (Seven) days notice for which tenderer shall not have any additional claim in this regard and decision of DCI in the matter will be final, binding on the Contractor and will not be subject to the Arbitration.
- b) In the event of temporary suspension, the contract shall be suspended temporarily by giving 3 (Three) days notice to the contractor and 3 (Three) days notice for commencement of the work.
- c) If the services of the tenderer are found inadequate or unsatisfactory or in violation of the terms / conditions of the contract, without prejudice to its rights and remedies and the EMD and SD shall be forfeited in favour of the corporation.

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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

28.1 Prior to the expiration of the period of bid validity, the DCI will notify the successful Bidder in writing by letter or e-mail/ fax, to be confirmed in writing by registered letter/e-mail, 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, the DCI will send the Bidder the Agreement Form provided in the Bidding Documents, incorporating all agreements between the parties.

29.2 Within 7 (Seven) days of receipt of the Work Order / Agreement Form, the successful Bidder shall sign and date the Agreement and return it to the DCI.

30. Performance Security

30.1 Within Ten (10) days of the receipt of Work Order from the DCI, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents.

30.2 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.

31. Corrupt or Fraudulent Practices

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

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "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
 - ii. "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;
- (b) 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;
- (c) will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.

31.2 Furthermore, Bidders shall be aware of the provision stated in Clause 21.1 of the General Conditions of Contract.

32. General:

32.1 Bid Documents are not transferable.

32.2 Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.

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 back to DCI, without defacing or altering.

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- 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 Project office where the Boat services are to be provided.
- 32.8 In case of corrigendum/ addendum regarding the subject tender work, DCI will publish the same only on web site www.dcitendersonline.com and www.tenders.gov.in and <http://eprocure.gov.in> till a day before last date for submission. Tenderers are requested to see the websites accordingly.

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SECTION III

GENERAL CONDITIONS OF

CONTRACT

(GCC)

SIGNATURE OF THE CONTRACTOR

SECTION III.
GENERAL CONDITIONS OF CONTRACT
(GCC)
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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:

- a) "Corporation" means the Dredging Corporation of India Limited (DCI).
- b) "Chairman and Managing Director (CMD)" means the Chairman and Managing Director of DCI.
- c) "The Contract" means the agreement entered into between the DCI and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- d) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- e) "The Supplier" means the individual or firm or company supplying the Services under this Contract and **named in SCC**.
- f) "The Services" means all of the services which the Supplier is required to supply to the DCI under the Contract.
- g) "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".
- h) "Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- i) "Drawings" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- j) "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution. Completion or maintenance of the works or temporary works and includes (without thereby limiting the Foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.
- k) "Site" means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the DCI for the purpose of the Contract.
- l) "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.
- m) "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.
- n) "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.
- o) "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).
- p) "GCC" means the General Conditions of Contract contained in this section.
- q) "SCC" means the Special Conditions of Contract.
- r) "Day" means calendar day.
- s) "Month" means the English calendar month.
- t) "Singular/Plural" Word importing the singular only, also includes the plural and vice-verse where the context so requires.
- u) "The heading /Marginal Notes" in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

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2. Application

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 conform to the Standards mentioned in Technical Specifications.

4.0 The Contract & General Obligations of Contractor:

4.1 Applicability of Laws on the Contract:

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

1. The Indian Contract Act, 1872
2. The Major Port Trust Act, 1963
3. The Workmen's Compensation Act, 1923
4. The Minimum Wages Act, 1948
5. The Contract Labour (Regulation & Abolition) Act, 1970.
6. The Dock Workers' Act, 1948
7. The Indian Arbitration and Conciliation Act (1996)

4.2 Contractor to Execute Contract Agreement :

After receipt of Work Order and within Ten (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.

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 for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.

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4.6 Contractor to Deploy Qualified Men and Engineer's Power to Remove Contractor's Men.

The Contractor shall employ only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

4.7 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 and maintenance of the work to the aforesaid properties, structures and services and / or to any person including the Contractor's workmen. Cost of insurance Cover, if any, taken by the Contractor shall not be reimbursed by the DCI, unless otherwise stipulated in the Contract.

4.8 Fossils, Treasure Troves, etc. are DCI's property

The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the DCI and protect them from being damaged by his workmen and arrange for disposal of them at the DCI's expense as per the instruction of the Engineer's Representative.

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

4.9.1 As DCI is an ISO14001:2004 (Environmental Management System) certified company, DCI committed for prevention of pollution by implementing 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.

4.9.2 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 :

- (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
- b) 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.
- c) Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, foot paths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.
- d) Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- e) Pollution of waterway and damage caused to river, lock, sea-wall or other structures related to waterway, in transporting contractor's plants and materials.
- f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the DCI and other agencies employed by or with the permission and / or knowledge of the DCI on or near the site of work.

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4.13 Contractor's Quoted Rates / Price must be All Inclusive.

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

- (a) As DCI is an ISO14001:2004 (Environmental Management System) certified company, DCI committed for prevention of pollution by implementing 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.
- (b) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- (c) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- (d) Precautionary measures to secure efficient protection of Docks, other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
- (e) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefit and entry permits, wherever necessary.
- (e) Making arrangements in or around the site, as per the requirements of Mumbai Municipal Corporation or other authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractors or his Sub-Contractor's workmen (iv) deployment of workmen of age less than 16 years.
- (f) The Contractor should make his own arrangements at his cost for a suitable berth during non-working time, repair and maintenance, breakdown and any other purpose etc. when the boat (s) is not being engaged by DCI.
- (g) The boat (s) should be adequately lit as per port rules and regulations and should have adequate lighting arrangements during embarking and disembarking at the jetty or at the dredger or at any other place.
- (h) The boat (s) has to run as per the instructions of the Master / CEO of the Dredger / Project Manager or any other officer nominated by the Project Manager. A log book shall be maintained by the Contractor which shall form the basis for the payment. The log book shall contain the detail of actual running hours of the Boat for making trip from start time of engine and end / stoppage time of engine for reckoning the running hours payable towards variation on fuel price (escalation / de-escalation).
- (i) The Contractor has to follow all safety regulations while carrying men / materials / laundry / gas cylinder or any other material required for the dredging operation.
- (j) In the event of the breakdown of the boat (s), the Contractor has to replace with immediate effect without causing any hindrance to the works. The replaced boat should not be less than **100 HP**. In the event the Contractor fails to make arrangement for a substitute boat, DCI will arrange a substitute boat at the risk and cost of the Contractor. No mobilization or de-mobilization will be paid for the substitute boat (s).
- (k) The boat (s) should be available for operations round the clock.
- (l) The rate quoted by the Contractor shall include all running expenses of the boat including fuel, oil, grease, wages of crew etc. No escalation charges are payable for material or labour.

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4.14 Notices 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.

4.15 Contractor to Provide Facilities to Outsiders.

The Contractor shall, at the DCI's cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the DCI and their workmen, to the DCI's own staff and to the men of other Public Body, on or near the site of work and in default, the contractor shall be liable to the DCI for any delay or expense incurred by reason of such default.

4.16 Works to Cause Minimum Possible Hindrance to Traffic Movement

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

4.17 DCI's Lien on Contractor's Plant & Equipment

All constructional plants, temporary works and materials when brought to the site by the Contractor, shall be deemed to be the property of the DCI who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

5. Use of Contract Document and Information:

- 5.1 The Contractor shall not, without the DCI's prior written consent, disclose Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the DCI in connection therewith to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The contractor shall not, without the DCI's prior written consent, make use of any document or information enumerated in clause 5.1 except for purposes of performing the Contract.
- 5.3 If the Contractor violates the secrecy requirement of sub clauses 5.1 and 5.2 indicated above, the DCI has an option to cancel the contract.
- 5.4 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of the DCI and shall be returned (in all copies) to the DCI on completion of the Supplier's performance under the Contract if so required by the DCI.

6. Performance Security

- 6.1 Within Ten (10) days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish Performance Security to the DCI in the amount specified in the Special Conditions of Contract.
- 6.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 A sum equal to 10 % of the accepted value of the contract shall be deposited by the contractor by E-Payment or by way of irrevocable, unconditional Bank Guarantee from any Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Proforma at Annexure enclosed. Bank Guarantee shall be valid till completion of contract.
Alternatively EMD can be converted as part of the Performance Security Deposit and balance of 10% of the amount on agreed contract value shall be deposited by the contractor by E-Payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank in India as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Proforma at Annexure enclosed.
Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager. If Bank Guarantee is submitted against Performance Security, it should be valid till completion of contract.
- 6.4 The performance security will be discharged by the DCI and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract.

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7. Insurance

- 7.1 The contractor shall without limiting his or the DCI's obligations and responsibilities insure in the joint names of the contractor and the DCI:
- a) 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.
 - b) Against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance).
 - c) 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).
- 7.2 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected.
- 7.3 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.
- 7.4 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or to become to the contractor or recover the same as a debt due from the contractor.
- 7.5 In the event that the contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.

8. Payment

- 8.1 The Supplier's request(s) for payment shall be made to the DCI in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 8.2 Payments shall be made promptly by the DCI within thirty (30) days of submission of an invoice / claim by the Supplier complying with all requirements.
- 8.3 The work done certificate should be certified in the form of log book for each trip made by the Boat to DCI Dredgers/ vessels by the Master / CEO of the Dredger / Project Manager / Site In-charge. Payment shall be made on the basis of trip logbook duly certified only.
- 8.4 Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill.
- 8.5 The Bill for Services rendered / payment will be on a monthly basis, by the project office concerned, by E-Payment/NEFT/RTGS. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.

9 Prices

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

10 Change Orders

- 10.1 The DCI may at any time by a written order given to the Supplier make changes within the general scope of the Contract for the services to be provided by the Supplier.
- 10.2 If any such change causes an increase or decrease in the cost of or the time required for the Supplier's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the DCI's change order.

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11. **Contract Amendments**

- 11.1 Subject to GCC Clause 10, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

12. **Assignment**

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

13. **Subcontracts**

- 13.1 The Supplier shall notify the DCI in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

14. **Delays in the Supplier's Performance**

- 14.1 The performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the DCI in the Schedule of Requirements.
- 14.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Supplier shall promptly notify the DCI in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the DCI shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 14.3 Except as provided under GCC Clause 17, a delay by the Supplier in the performance of its service obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

15. **Liquidated Damages**

- 15.1 Subject to GCC Clause 17, if the Supplier fails to perform the Services within the period(s) specified in the Contract, the DCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the DCI may consider termination of the Contract pursuant to GCC Clause 16.

16. **Termination for Default**

- 16.1 The DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- if the Supplier fails to provide the service within the period(s) specified in the Contract, or within any extension thereof granted by the DCI pursuant to GCC Clause 14; or
 - if the Supplier fails to perform any other obligation(s) under the Contract.
 - if the Supplier, 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 any thing 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.

- 16.2 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 Supplier shall be liable to the DCI for any excess costs for such similar Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

SIGNATURE OF THE CONTRACTOR

17. Force Majeure

- 17.1 Notwithstanding the provisions of GCC Clauses 14, 15, 16 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its 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 Supplier and not involving the Supplier’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, epidemics, quarantine restrictions and freight embargoes.
- 17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Termination for Insolvency

- 18.1 The DCI may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier 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 Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI’s convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of one month will be given.

20. Settlement of Disputes

- 20.1 If any dispute or difference of any kind whatsoever shall arise between the DCI and the Supplier 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.
- 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 Supplier 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.
- 20.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to providing of the services or after providing the services under the Contract.
- 20.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
- 20.3 Notwithstanding any reference to arbitration herein,
- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) The DCI shall pay the Supplier any monies due to the Supplier.

21. Limitation of Liability:

- 21.1 Except in cases of negligence or willful misconduct, the Supplier 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 Supplier to pay liquidated damages to the DCI

SIGNATURE OF THE CONTRACTOR

22. Governing Language:

22.1 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.

23. Applicable Law

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

24. Compliance with Statutory Requirements:

24.1 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 including Goods and Services Tax (GST), levies, duties, etc. which he may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of award work in respect of or in accordance with the execution of contract.

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 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 as per format given at **Annexure-II** on Tenderer's / firm's letter head.

27.2 The bidder shall have to give a certificate that the Contractor had not made any payment of Illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any officer of the bid process and have not committed any offence under the PC Act in connection with the bid.

27.3 The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid as per format given at **Annexure-III** on Tenderer's / firm's letter head

27.4 The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid as per format given at **Annexure-III** on Tenderer's firm's letter head.

SIGNATURE OF THE CONTRACTOR

28. Notices

- 28.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or telex / cable 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 The Contractor should have his own arrangement at his cost for suitable berth for his boat during non-working time, repairs and maintenance, break down and any other purpose when the same is not engaged.

SECTION IV

SPECIAL CONDITIONS OF

CONTRACT

(SCC)

SIGNATURE OF THE CONTRACTOR

SECTION IV
SPECIAL CONDITIONS OF CONTRACT
(SCC)

TABLE OF CLAUSES

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SIGNATURE OF THE CONTRACTOR

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. **SCOPE OF WORK:** DCI desires to hire one number Mechanized boat of not less than 100 HP for carrying out routine trips, diving and all other Project related works at Port of Mumbai as decided / directed by Project In- charge or his representative.
 - 1.1 The boat may also be used for carrying out Surveys, Diving Works, etc., as per the discretions of Project Manager/Site-in-charge.
 - 1.2 The Boat shall be at the disposal of DCI.
 - 1.3 The period of the contract shall be 4 to 6 Months in a year and the total contract period is 2 years from the date of issue of work order and extendable by one more year
 - 1.4 The Boat must have VHF/Walkie-Talkie/Cell Phone in working condition for communication with Dredger/Project office.
 - 1.5 The Boat must have all necessary life saving equipments such as life Buoys and life jackets as per applicable governing Rules, laws etc.,
 - 1.6 The Boat must have good seating arrangements for not less than 10 persons.
 - 1.7 All the required statutory certificates must remain valid throughout the period of contract, including extension period, if any.
 - 1.8 The crew provided for manning the boat should be qualified, experienced and competent to operate the boat.
 - 1.9 The men and material required to be carried in the boat will be such as Ship's baggage's, laundry cloths, Dredge stores and spares, Ship's garbage, DCI personnel and workshop personnel with workshop material etc., to a maximum weight of 1.0 tonne.
 - 1.10 The Boat should be capable to ply in all sea and weather conditions of all the seasons in a year. The best suitable Boat for the above purpose shall be selected and deployed.

2. Performance Security (GCC Clause 6)

- 2.1 Within ten (10) days of the receipt of the work order of the contract. The Contractor shall furnish Performance Security to the DCI in the amount specified in the Special Conditions of Contract.
- 2.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 2.3 A sum equal to 10% of the accepted value of the contract shall be deposited by the contractor as Performance Security Deposit with DCI as per Performa at Annexure enclosed. In case the contract is further extended, 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. If contractor wish to give Bank Guarantee for extended period, it shall be valid till completion of work.

EMD can be converted as part of the Performance Security Deposit and balance amount of 10% of the agreed contract value shall be deposited by the contractor by E-Payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure enclosed. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager.

SIGNATURE OF THE CONTRACTOR

2.4 The performance security will be discharged by the DCI and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

3. Price Variation Clause (GCC Clause 9)

GCC 9.1 - The bidder shall be entitled for reimbursement on variation in fuel rates for both escalation and de-escalation during the period of contract. The base price shall be the price of the fuel on the first day of month of submission of bid. The payment will be regulated along with the monthly bills supported by relevant vouchers such as copy of invoice of Fuel from authorised dealers for proof of enhanced price of fuel. Fuel consumption maximum up to 10 litres/ hr. or pro-rata will be allowed for the purpose of fuel escalation. No other price variation will be allowed for whatsoever reason during the currency of the contract and the extended period if any. The information of average hourly consumption shall be furnished by the bidder in Price bid –Form 2 of sample forms. Fuel escalation = Average fuel consumption / hr. (Maximum 10 Litres/ hr.) X No. of running hrs. X Difference of fuel price in litre. The information of average daily consumption shall be furnished by the bidder in item No.4 of Form 2 Price Schedule – VI Sample Forms

4. Liquidated Damages (GCC Clause 15)

GCC 15.1—Applicable rate:

Maximum deduction:

[Applicable rate shall not exceed one-half (0.5) percent per week and the maximum shall not exceed ten (10) percent of the Contract Price.]

5. Settlement of Disputes (GCC Clause 20)

GCC 20.2.2—The rules of procedure for arbitration proceedings pursuant to GCC Clause 20.2 shall be as follows:

In the case of a dispute between the DCI and the Supplier the dispute shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 and the Rules made there under or any statutory amendment thereof. The dispute shall be referred to the sole arbitrator mutually agreeable to both the parties. The arbitration award shall be in writing and shall state the reason for the award. Arbitration proceedings will be held at Visakhapatnam and the language of the arbitration proceedings and that of all documents and communication between the parties shall be English. The expenses of arbitration as determined by the arbitrator shall be shared equally by the DCI and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation etc., of its case prior to, during and after the proceedings shall be borne by each party itself.

6. Compliance with Statutory Requirements (GCC Clause 24)

Add as Clause 24.2 Provident Fund Contributions:

Clause 24.2 Provident Fund Contributions: The bidder shall process an independent PF Code number obtained from the concerned PF Commissioner and submit the photocopy of the same along with the tender. If the same is not submitted with the tender the bidder shall obtain the same and produce to DCI before the issue of the work order.

A Certificate from the Regional Provident Fund Commissioner (RPFC) shall be furnished by the contractor stating that PF has been deducted from the employees and remitted to the concerned RPF Commissioner along with PF Number before releasing any payment to the Contractor. If the contractor fails to adhere to this condition DCI shall deduct 25.61% and may vary as per Govt. rates from time to time, namely

- Contribution of the worker - 12%
- Matching contribution of the Employer - 12%
- Inspection charges payable to RPFC - 01.61%

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

SIGNATURE OF THE CONTRACTOR

7. Notices (GCC Clause 28)

GCC 28.1—Purchaser's address for notice purposes:

—Supplier's address for notice purposes:
GENERAL MANAGER (OPS)

Operations Department
DREDGING CORPORATION OF INDIA LTD
4TH FLOOR, DREDGE HOUSE", PORT AREA
VISAKHAPATNAM, ANDHRA PRADESH (INDIA)
PIN -530001

TELEPHONE NO 0891-2871 397 / 2871 328/ 2871372

E – MAIL ID: gmp1@dcil.co.in / nksiem@dcil.co.in

Fax No : 0891 – 256 0581 / 256 5920

—Supplier's address for notice purposes:

M/s (*Contractor's Address*)

8. The tenderer shall also furnish a declaration that no TAMPERING AND MODIFICATION OF TENDER DOCUMENT at **Annexure –V** on Tenderer's / firm's letter head.

SIGNATURE OF THE CONTRACTOR

SECTION V

TECHNICAL SPECIFICATION

SIGNATURE OF THE CONTRACTOR

SECTION V
TECHNICAL SPECIFICATION

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

SIGNATURE OF THE CONTRACTOR

SECTION VI

SAMPLE FORMS

SIGNATURE OF THE CONTRACTOR

SECTION – VI**SAMPLE FORMS****TABLE OF FORMS**

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SIGNATURE OF THE CONTRACTOR

SECTION – VI

SAMPLE FORMS

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** along with the Techno-Commercial Bid.

The **Price Schedules** shall be submitted only along with the **Price Bid**.

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 Mechanized Boat Proposed for Hire** duly filled in should be submitted along with the Techno-Commercial Bid.

SIGNATURE OF THE CONTRACTOR

1. Bid Form

Date: _____

To:
 The Dredging Corporation of India
 Dredge House, Port Area,
VISAKHAPATNAM – 530 001.

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 of *[total bid amount in words and figures]* 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 _____ 2017.

*[signature]*_____
[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

SIGNATURE OF THE CONTRACTOR

2. Price Schedule

“PRICE BID”



DREDGING CORPORATION OF INDIA LIMITED

(A Government of India Undertaking)
DREDGE HOUSE, PORT AREA,
VISAKHAPATNAM – 530 001.

Name of Work: SUPPLY, MANNING AND RUNNING OF 01(ONE) WOODEN HULL MECHANISED BOAT OF NOT LESS THAN 100 HP FOR MAKING ROUTINE TRIPS TO DCI DREDGERS AND OTHER PROJECT WORKS AT MUMBAI PORT.

Sl. No.	Description of Work	Unit	Approx Qty	Rate (Rs.)	
				in figures	in words
1(a)	Supply, manning and running of 01(One) wooden hull mechanized boat of not less than 100 HP capacity for making minimum 4 routine trips to dredger(s) at Mumbai port areas like approach channel, turning circle, outside berths, Indira dock basin, Bunder areas and anchorages of Mumbai Port and also for transportation of Men & Material, from shore to dredger and vice versa and also making work shop assistance, surveys, diving and other project related works at Mumbai Port including Mob & De-Mob etc. taxes but excluding GST etc., complete.	Per day of 12.00 Hours	405 days		
1(b)	Extra Trip beyond 4 trips	Per Trip	135 trips		
2(a)	Supply, manning and running of 01(One) wooden hull mechanized boat of not less than 100 HP capacity for making minimum 6 routine trips to dredger(s) at Mumbai port areas like approach channel, turning circle, outside berths, Indira dock basin, Bunder areas and anchorages of Mumbai Port and also for transportation of Men & Material, from shore to dredger and vice versa and also making work shop assistance, surveys, diving and other project related works at Mumbai Port including Mob & De-Mob etc. taxes but excluding GST etc., complete	Per day of 24.00 Hours	405 days		
2(b)	Extra Trip beyond 6 trips.	Per Trip	45 Trips		
3	Price variation of Fuel	Base price of fuel Rs.....per litre as on <u>01-11-2017.</u> Average consumption of fuel: _____litres per running hour			

Note:1. The base price of fuel will be the fuel price on the first day of the month i.e. (01-11-2017) of submission of bid and same (proof of price) to be submitted by the successful tenderer within ten days from the date of issue of work order. Fuel consumption maximum up to 10 liters/hr. or pro-rata will be allowed for the purpose of calculating fuel escalation or de-escalation if any.

2. Items at Sl. 2(a) & 2(b) are optional and will not be considered for evaluation.

SIGNATURE OF THE CONTRACTOR

3. Proforma for Bank Guarantee for Earnest Money Deposit

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To

The Dredging Corporation of India,
Dredge House, Port Area ,
Visakhapatnam – 530001.

WHERE AS (hereinafter) called “the Tenderer” has submitted its tender datedfor the execution of (name of work) **“SUPPLY, MANNING AND RUNNING OF 01(ONE) WOODEN HULL MECHANISED BOAT OF NOT LESS THAN 100 HP FOR MAKING ROUTINE TRIPS TO DCI DREDGERS AND OTHER PROJECT WORKS AT MUMBAI PORT”**.(hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House ,Port Area ,Visakhapatnam- 530001 hereinafter called the “CORPORATION”.

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

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

THE CONDITIONS of this obligation are :

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

We undertake to pay to the Corporation up-to the above amount upon receipt of his first written demand, without the Corporation having to substantiate his demand, 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.

SIGNATURE OF THE CONTRACTOR

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

Dated.....day of2017

For

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

4. Agreement Form

THIS AGREEMENT made the _____ day of _____ 2017 between the Dredging Corporation of India having its headquarters at Visakhapatnam (hereinafter called the “Corporation” 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 Supplier*] (hereinafter called “the Supplier” which expression shall unless excluded by or repugnant to the context, be deemed to included his, their heirs, executors, administrators, representatives and assigns or successors in office) of the other part :

WHEREAS the Corporation invited bids for certain services viz.,(*brief description of services*) and has accepted a bid by the Supplier for the supply of those services in the sum of[*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

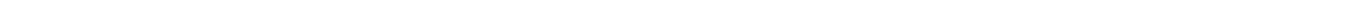
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Corporation to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Corporation to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Corporation hereby covenants to pay the Supplier in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract 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, sealed and delivered by
In the presence of

Signed, sealed, delivered by
the Supplier
In the presence of

SIGNATURE OF THE CONTRACTOR



For and on behalf of DCI

Signature of Contractor

WITNESS

WITNESS

a) Signature
Name and Address

a) Signature
Name and Address

SIGNATURE OF THE CONTRACTOR

5. Performance Security Form

**FORM OF BANK GUARANTEE BOND
(IN LIEU OF PERFORMANCE SECURITY)**

Bank Guarantee No.

Date

To
Dredging Corporation of India Limited
Dredge House ,Port Area
Visakhapatnam-530001

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 212, Kanishka Shopping Plaza, 19, Ashok Road, New Delhi – 110 001, India (herein after called the “DCI”) having agreed to exempt M/s having its Registered Office at(herein after called the said “Supplier” from the demand under the terms and conditions of an Agreement / Contract / Work Order datedmade between DCI and Supplier 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..... (Supplier) do hereby undertake to pay to the DCI an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We,

(indicate the name of Bank)

do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Supplier 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 Supplier of any of the terms or conditions contained in the said Agreement or by reason of the Supplier’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).

SIGNATURE OF THE CONTRACTOR

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We, lastly undertake not to
(indicate name of the Bank)
revoke this guarantee during its currency except with the previous consent of the DCI in writing.

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

Dated theday of2017.

SIGNATURE OF THE CONTRACTOR

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(d) of ITB.

B) Technical Qualification:

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

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

SIGNATURE OF THE CONTRACTOR

7. Details of the Mechanised Boat Proposed for Hire

1. Name of the Owner :
2. Name of the Boat :
3. Builder's name and Address :
4. Year of built :
5. Whether Steel or Timber hull :
6. Speed of Boat :
7. Main dimensions in meters :
 - Length :
 - Breadth :
 - Depth :
 - Draft :
8. Single screw or twin screw :
9. Make of Engine :
10. Model Number of Engine :
11. Horse Power of Engine :
12. Year of Manufacture :
13. Details of VHF/ Walkie Talkie Equipments available on board :
14. Details of Life Saving, Fire Fighting and Search Light on board the boat :
15. Type of transit accommodation from the shore to the dredger available for the officers, crew and Visitors. :
16. Particulars of registry of Boat and Year of registry :
 - a) Carrying capacity of persons :
 - b) Carrying capacity of equipment and material :
17. Present place of Boat available for inspection :

SIGNATURE OF THE CONTRACTOR

SECTION VII

CHECK LIST FOR

TECHNO-COMMERCIAL BID

SIGNATURE OF THE CONTRACTOR

SECTION – VII

CHECK LIST FOR TECHNO- COMMERCIAL BID

- (1) A Bid Form **except** the Price Schedule
- (2) A list of works tendered for and in hand/being executed as on the date of submission of tender.
- (3) A detailed list of Boats / equipment available with the tenderer and which are proposed for deployment for the work.
- (4) Details of the Mechanised Boat Proposed for Hire
- (5) Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - Audited balance 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 equipments deployed
 - Contract amount
 - Time limit for completion
 - Whether the work has been completed within the stipulated time.
 - Whether any liquidated damages have been levied.
- (6) Earnest money deposit in the form of E-Payment **or** Bank Guarantee.
- (7) Copy of PAN.
- (8) GST Registration.
- (9) Registration with Provident Fund Authorities
- (10) Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
- (11) Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
- (12) Information regarding any current litigation in which the tenderer is involved.
- (13) Copies of original certificates of registration etc. of the boat proposed to be offered to DCI including copy of the existing insurance policy covering the boat, crew and third party.
- (14) Copies of original license for carrying men and material from local / port authorities to the dredger in the port waters.
- (15) Copy of clear title of the ownership of the boat. If the tenderer is not the owner of the boat, necessary documents in support of the authorisation granted by the owner of the boat to the tenderer to offer and operate the Mechanised boat by the tenderer. (This authorisation shall be executed on a stamp paper duly notarised).
- (16) The bidder shall have to give a Certificate as specified in Clause 27 of GCC.

SIGNATURE OF THE CONTRACTOR

PROFORMA

Date:

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

Sir,

Sub: Tender for **“Supply, manning and running 01(one) wooden hull mechanized boat/launch of not less than 100HP capacity for making routine trips to Dredgers at Mumbai Port”**

A. With reference to your Tender # DCI/OPS/MUMBAI/MbPT/Routine-BOAT/2017dated 03-11-2017 and as per Cl. No.7.2 (j) of ITB of Contract, we hereby certified 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,

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

SIGNATURE OF THE CONTRACTOR

Annexure-II

PROFORMA

Date:

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

Sir,

Sub: Tender for Supply, manning and running 01(one) wooden hull mechanized boat/launch of not less than 100HP capacity for making routine trips to Dredgers at Mumbai Port”

i. With reference to your Tender # DCI/OPS/MUMBAI/MbPT/Routine-BOAT/2017 dated 03-11-2017 and as per Cl. No.27.1 under GCC of Contract, we hereby certified 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’

ii. We hereby certified that my/ our 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:

- 3.
- 4.
- 5.
- 6.

Thanking you,

Yours faithfully,

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

Annexure-III

PROFORMA

Date:

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

Sir,

Sub: Tender for Supply, manning and running 01(one) wooden hull mechanized boat/launch of not less than 100HP capacity for making routine trips to Dredgers at Mumbai Port"

A. With reference to your Tender # DCI/OPS/MUMBAI/MbPT/Routine-BOAT/2017 dated 03-11-2017 and as per Cl. No.27.3 under GCC of Contract, 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.

B. As per Cl. No.27.4 under GCC of Contract, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

SIGNATURE OF THE CONTRACTOR

PROFORMA

Date:

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

Sir,

Sub: Tender for **Supply, manning and running 01(one) wooden hull mechanized boat/launch of not less than 100HP capacity for making routine trips to Dredgers at Mumbai Port**”

A. With reference to your tender # DCI/OPS/MUMBAI/MbPT/Routine-BOAT/2017dated 03-11-2017 as per Cl. No.7.2.(o) of ITB of Contract, we hereby furnished our Bank Account details for payment through E-transfer as follows:

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

Thanking you,

Yours faithfully,

SIGNATURE OF THE CONTRACTOR

Annexure –VDECLARATIONNON-TAMPERING AND MODIFICATION OF TENDER DOCUMENT

To
 The Dredging Corporation of India Ltd.,
 Dredge House, Port Area,
 Visakhapatnam-530001

Tender for ‘Supply, Manning and running of one number steel hull mechanized boat of not less than 200 HP for conducting bathymetric surveys and other project works at Mumbai Port.’- Reg

Ref: Clause # 8 of SCC of Section IV

Reference to tender # DCI/OPS/MUMBAI/MbPT/Routine-BOAT/2017 dated 03-11-2017

I/we have not modified / tampered the subject tender document in any manner. In case, if the same is found to be modified / tampered, I/we declare to that my / our tender will be summarily rejected at any stage of its existence, and any amount payable to me / us including the Earnest Money Deposit(EMD), Security Deposit (SD), Performance Security Deposit etc., will be forfeited.

I/we also declare that, am / are liable to be banned from doing business with Dredging Corporation of India Ltd., further by accepting course of legal prosecution if any.

1. Signature of the Bidder: _____

2. Name of the Bidder: _____

3. Designation Of the Bidder: _____

1. Business Address : _____

Place:

Date :

Signature of the Bidder
 Seal of the Bidder's Firm

SIGNATURE OF THE CONTRACTOR