

**DREDGING CORPORATION OF INDIA LTD**  
**Dredging Corporation of India Limited., Dredge House, Port Area:**  
**Visakhapatnam-530001.Ph.0891-2871299, Fax 0891-2560581/2565920**

**NOTICE INVITING TENDER**

**Ref: DCI/OPS/VOCP/R-Boat/2019**

**Date: 04-04-2019**

**Sealed two covers tender are invited for the work of “supply, manning and running of one no. Wooden /Steel /FRP hull mechanized boat of not less than 100 HP for making routine trips to the dredgers deployed at VOC PORT TUTICORIN, and pipe line works and other project works” Sale of the tender is from 04.04.19 to 18.04.19 (Upto 11.00 Hrs.) and last date for submission of filled tender is 18.04.19 upto 1500 hrs. The sealed tenders will be opened on 18-04-2019 at 1530 hrs at H.O Visakhapatnam. For further details, please log on to the websites: [www.dredge-india.com](http://www.dredge-india.com), [www.dcitendersonline.com](http://www.dcitendersonline.com), [www.eprocure.gov.in](http://www.eprocure.gov.in).**

**General Manager (OPS)**

CONTRACTOR

**DREDGING CORPORATION OF INDIA LIMITED  
"DREDGE HOUSE", PORT AREA  
VISAKHAPATNAM**

DCI/OPS/VOCP/R-Boat/2019DATE: 04.04.2019

TENDER

FOR

**SUPPLY, MANNING AND RUNNING OF ONE NO. WOODEN /STEEL /FRP HULL MECHANIZED  
BOAT AT VOC PORT TUTICORIN.**

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TENDER ISSUED TO :

M/s.

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**GENERAL MANAGER (OPS)**  
DREDGING CORPORATION OF INDIA LTD.,  
VISAKHAPATNAM

CONTRACTOR

**DREDGING CORPORATION OF INDIA LIMITED  
"DREDGE HOUSE", PORT AREA  
VISAKHAPATNAM**

DCI/OPS/VOCP/R.Boat/2019/Date:04-04-2019

**TENDER FOR SUPPLY, MANNING AND RUNNING OF ONE NO. WOODEN /STEEL /FRP HULL  
MECHANIZED BOAT AT VOC PORT TUTICORIN.**

DUE DATES:

1. Issue of Tenders : 04-04-2019 to 18-04-2019 up to 11.00 Hrs
2. Last date of receipt of Tenders : 18-04-2019 up to 1500 Hrs at DCI, HO  
VISAKHAPATNAM.
3. Opening of Techno commercial Bids (Cover A) : 18.04.2019 at 1530 Hrs

**General Manager (Ops)**

Dredging Corporation of India Ltd.,  
Dredge House, Port Area  
VISAKHAPATNAM- 530 001  
ANDHRA PRADESH (INDIA)  
Telephone No.0891-2871299, 2529840  
Fax: 0891-2550851, 2560581, 2565920

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**SECTION I**

**INVITATION FOR BIDS**

**(IFB)**

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**DREDGING CORPORATION OF INDIA LIMITED**  
**VISAKHAPATANM**

DCI/OPS/VOCP/R.Boat/2019/Date: 04-04-2019

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

Sealed Tenders are invited in two covers system (i.e.) Cover-A "Techno-Commercial Bid", Cover-B "Price Bid" by DREDGING CORPORATION OF INDIA LIMITED, PROJECT OFFICE – KOCHI from experienced contractors owning or hiring a Mechanized boat for "Supply, manning and running of one no. Wooden / steel / FRP hull Mechanized boat of not less than 100 HP for routine trips to dredger(s) and other project works in and around VOC Port.

1. Name of Work : Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat at VOC Port Tuticorin.
2. Period of Contract : 6 (Six) Months and extendable for a period of 6 Monthson Month to Month basis or less at the discretion of DCI.
3. Earnest Money Deposit : **Rs.40,320/-** by way of NEFT/ Bank Guarantee as per format provided in the tender. Bank Details for payment through NEFT paymentas follows:  
Bank Name : Syndicate Bank  
DCI Current account No. 35833070000014  
Branch Name: DCILTD PORT AREA BRANCH, Visakhapatnam – 530 001.  
IFSC/ RTGS No. SYNB0003583  
Swift Code No. SYNBINBB032.  
(e- receipt to be enclosed)
4. Issue of Tenders in websites : 04-04-2019 to 18-04-2019 upto 1100 Hrs at DCI Head Office, Visakhapatnam, during working days from 90.30Hrs to 17.30Hrs only
5. Last date of receipt of Tenders : 18-04-2019 upto 1500 Hrs in the office GM (OPS) Operation Department, 4<sup>th</sup> floor, DCIL, Head Office Visakhapatnam-01
6. Opening of Techno-Commercial Bids [CoverA] : 18-04-2019 at 1530 Hrs in the Tender Room, Ground Floor, Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam - 530 001.

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- 7 Cost of Tender Documents : **Rs.1180.00 (Rupees one thousand one hundred eighty only)**(Non-refundable)(Including GST)by e-challan (e-receipt to be enclosed) along with Technical bid

**Pre-Qualification Criteria:**

1. Experience of having successfully completed similar works for supply, manning and operating wooden/ Steel / FRP Boat during the last Sevenyears, ending last day of month previous to the one in which tenders are invited should be any of the following:
  - i. Three similar completed works each costing not less than the amount of Rs.16.13 Lakhs OR
  - ii. Two similar completed works each costing not less than the amount of Rs.20.16Lakhs OR
  - iii. One similar completed work costing not less than the amount of Rs.32.26Lakhs.
2. Average Annual financial turn over during the last 3 years ending 31<sup>st</sup> March 2018 should be at least Rs.12.10 Lakhs

Tenderers may contact at the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc., from 0930 Hrs to 1730 Hrs (on working days)

JT. GENERAL.MANAGER (OPS)  
M/s. Dredging Corporation of India Ltd.  
"Dredge House",Port Area,  
Visakhapatnam-530 001.  
AndhraPradesh (India)  
Tele PHONE No. 0891-2871397/331  
E-mail ID:nksiem@dcil.co.in / psatyam@dcil.co.in

The Detailed NIT and Complete Tender Document is hosted in our website <http://www.dredge-india.com> and <http://eprocure.gov.in>. Interested and experienced parties may visit the above websites and download the proposed blank tender documents by paying e-challan on DCI account as mentioned above for **Rs.1180.00 (Rupees one thousand one hundred eighty only)**( including GST towards the cost of tender document is to be enclosed to the Techno commercial bid in Cover-A. Alternatively, tender document

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may also be collected personally by submitting pay slip of e-challan on DCI account as mentioned amount of **Rs.1180.00 (Rupees one thousand one hundred eighty only)**. The downloading of document shall be carried out strictly as provided on the website. No editing, addition, deletion of any matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

Dredging Corporation of India Ltd. reserves the right to:

1. 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.

GENERAL MANAGER (OPS)

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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 Steel/Wooden/FRPHull Boat Contractors who satisfy the conditions stipulated in the bid document.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Limited (DCI) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 1.3 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI's Clients in accordance with ITB Clause 31.1.

**2. Cost of Bidding**

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

**B. The Bidding Documents**

**3. Content of Bidding Documents**

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

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- 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 E-mail at the DCI's address indicated in the Invitation for Bid not later than Three (3) working days prior to the deadline for the sale of tenders prescribed in ITB. The clarifications requested by the bidders will be suitably hosted in DCI web site Two (2) days before last date of issue of tender. No Press notification for any amendment will be issued. Accordingly, bidders should regularly visit DCI website: [www.dredge-india.com](http://www.dredge-india.com) to keep themselves updated.

#### **5. Amendment of Bidding Documents**

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

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

5.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the DCI may, at its 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 only.

#### **7. Documents Comprising the Bid**

7.1 The Bids shall be in Two Cover System consisting of

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- ❖ Techno Commercial Bid (Cover A); and
  - ❖ Price Bid (Cover B)
- 7.2 The “Techno Commercial Bid” (Cover A) prepared by the Bidder shall comprise the following components:
- 7.2.1 A Bid Form **except** the Price Schedule completed in accordance with ITB Clause 8
  - 7.2.2 A list of works tendered for and in hand/being executed as on the date of submission of tender.
  - 7.2.3 A detailed list of vessels / equipment available with the tenderer and which is proposed for deployment for the work under consideration including their specification.
  - 7.2.4 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 ending 31<sup>st</sup> March'2018.
  - 7.2.5 Proof of payment towards cost of tender document through e-challan
  - 7.2.6 Earnest money deposit in the form of e-challan / Bank Guarantee furnished in accordance with ITB Clause 12.
  - 7.2.7 PAN Number issued by Income Tax Authorities.
  - 7.2.8 Service Tax Registration Number
  - 7.2.9 Registration with Provident Fund Authorities
  - 7.2.10 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
  - 7.2.11 Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
  - 7.2.12 Information regarding any current litigation in which the tenderer is involved.  
**(Annexure-I).**
  - 7.2.13 Vendor Registration form **(Annexure-IV)**
  - 7.2.14 Copies of original certificates of registration etc., of the Steel/Wooden/FRP Hull Boat which is proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the said Boat, Crew and Third Party.
  - 7.2.15 Copy of clear title of the ownership of the Steel/Wooden/FRP Hull Boat If the tenderer is not the owner of the Boat/Boats, necessary documents in support of the authorization or lease granted by the owner of the said Boat to the tenderer to offer

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and operate the mechanized Steel/Wooden/FRP hullBoat by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.

- 7.2.16 Proof of regulatory Compliance for operating in waters of VOC Port area of East Coast Sea or any other Rules and Regulations in force.
- 7.2.17 Check list for Techno-Commercial Bid
- 7.2.18 TheTenderer will have to give a certificate that he is not related to any Officer of DCI or any Officer of the rank of Asst. Secretary or above in the Ministry of Surface Transport, Government of India. The Contractor should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd. **(Annexure-I)**.
- 7.2.19 The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid. **(Annexure-II)**
- 7.2.20 The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid. **(Anne-III)**
- 7.2.21 Details of Bank Account for Electronic Transfer of payments **(Annexure-IV)**
- 7.2.22 Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.
- 7.2.23 DCI reserves its right to inspect the Steel/Wooden/FRP Hull Boat(s) and seek any other details / documents to ascertain the competence of the tenderer. Suitability of the boat as per tender conditions will be decided by Committee appointed to inspect Steel/Wooden/FRPHull Boat. As per Committee report, if Boat is not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.

## **8. Bid Form**

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

## **9. Bid Prices**

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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 rejection.

#### **10. Bid Currencies**

10.1 Prices shall be quoted in Indian Rupees only.

#### **11. Documents Establishing Bidder's Eligibility and Qualifications**

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

11.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the DCI's satisfaction that the Bidder has the financial & technical, capability and competency necessary to perform the contract as per Qualification Requirements Form No.6 in Section VI;

11.3 The bidder should furnish the details of the mechanized **Steel/Wooden/FRP hullBoat** 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, the Earnest money deposit in the form of e-challan, copy to be furnished in accordance with ITB Clause 12 for an amount of **Rs.40,320/-** in favour of **"Dredging Corporation of India Limited"** Visakhapatnam from any Scheduled or Nationalized Indian Bank or unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank. The same should be attached with the tender and placed in **"Cover-A"**. The Earnest Money Deposit shall not carry any interest.

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

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- 12.3 The earnest money deposit submitted in the form of e-challan or a bank guarantee issued shall be 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, 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 earnest money deposit may be forfeited:
- (a) If a Bidder:
    - (i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
    - (ii) Does not accept the correction of errors pursuant to ITB Clause 21.2; or
  - (b) In the case of a successful Bidder, if the Bidder fails:
    - (i) To sign the contract in accordance with ITB Clause 29; or
    - (ii) To furnish performance security in accordance with ITB Clause 30.

**13. Period of Validity of Bids**

- 13.1 The Tenderer should keep open the validity of the Bid for 120 days from the date of submission whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by letter/e-mail by DCI is made before the expiry of the initial validity period of 120 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 13.2 In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 12 shall also be suitably extended.

**14. Format and Signing of Bid**

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

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**D. Submission of Bids**

**15. Sealing and Marking of Bids**

- 15.1 The Techno- Commercial Bid along with all enclosures to be put in a sealed cover super scribed with the words - Cover-A "Techno-Commercial Bid" for the work "Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat at VOC Port Tuticorin" to be submitted on or before due date and time prescribed.
- 15.2 The Price Bid containing only tendered amount is required to be put in another sealed cover super scribed with the words – Cover-B "Price Bid" for the work "Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat of not less than 100 HP for project use at Tuticorin"to be submitted on or before due date and time prescribed.
- 15.3 Tenderer should ensure that his tendered amount as per Cover-B is not mentioned in any other document directly or indirectly. The duly sealed covers A & B are to be put in a separate main sealed cover super scribed with the words "Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat of not less than 100 HP for project use at VOC PortTuticorin" to be submitted to the General Manager (Ops), DCIL, Dredge House Port Area, Visakhapatnam-01.
- 15.4 If the outer cover is not sealed and marked as required by ITB Clause 15.3, the DCI will assume no responsibility for the bid's misplacement or premature opening.

**16. Deadline for Submission of Bids**

- 16.1 Bids must be received by the DCI at the address specified under Invitation of Bids (ITB) no later than the time and date specified therein.

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

- 16.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**17. Late Bids:**

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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 wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.

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

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

**20. Clarification of Bids**

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

**21. Preliminary Examination**

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

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

**22. Evaluation and Comparison of Bids**

- 22.1 The Cover B containing the Price Bids will be opened of only those tenderers who have been qualified in the Techno-Commercial Bid at a later date. The date and time of opening of Cover B - Price Bid, generally one month after Cover- A opening , shall be notified to all the technically qualified bidders and will be opened in the presence of such authorized persons or representatives who wish to be present.
- 22.2 Arithmetical errors will be rectified on the following basis:  
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- 22.3 **The mechanized Boat** shall have the following amenities/ arrangements/provisions to utilize for routine trips to dredger and other project works.

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- 22.3.1 Mechanized boat with sufficient size and stability to safety and properly carry out routine trips to dredger under the site and sea conditions in and around VOC Port throughout the contract period.
- 22.3.2 The horse power should be not less than 100 HP and draft should not be more than 1.2 M
- 22.3.3 Seating arrangement for at least 15 persons and ceiling properly covered with canopy protecting from sun and rain or permanent cabin for men and material.
- 22.3.4 Adequate radio / VHF communication/mobile phone/GPS, all statutory requirements such as Life saving Appliances, Fire Fighting Appliances etc as per relevant rules.
- 22.3.5 Good maneuverability and ample space for transporting of men, material, stores and spares etc.
- 22.3.6 Experienced Helmsman.
- 22.3.7 Suitable arrangements for towing such as Bollards both sides (Port and Starboard) on aft and forward and one Bollard at centre or aft.
- 22.4 The boat shall be used in general for routine trips to dredgers, Transportation of materials etc. from Shore (Jetty) to Dredgers or vice versa, Diving works, Survey works, etc, all project related works as per site requirement.
- 22.5 Bill of quantities shall be inclusive of all Port dues for plying in Port waters, Passes for Crew, HSD, Lub oils and all consumables items for the Boat operations and bills should be submitted in duplicate, i.e., Original with one copy.
- 22.6 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 MT weight of material. The boat should be capable of plying in the Port of VOC Tuticorin 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.

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The decision of the GM (Ops) DCI, Visakhapatnam about the suitability of the Boat will be final.

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

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

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

**F. Award of Contract**

**24. Post –qualification**

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

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

**25. Award Criteria**

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

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

Contract period is for Sixmonths and one month before expiry of contract, DCI may, by written notice, intimate the Contractor to extend the contract for a period of another Six months on month to month basis or less at the discretion of DCI. For all extensions given by DCI, Contractor has to execute the work as per rates quoted in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document. DCI reserves right regarding giving extension, deciding period of extension / curtailment and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.

In case of curtailment or temporary suspension of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 02 (Two) days

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notice of suspension/ termination. In this case, the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 02days notice by the project office, Tuticorin, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.

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

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

**28. Notification of Award**

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

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

**29. Signing of Contract and commencement of work**

29.1 At the same time as the DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with DCI at his cost within Seven (7) days of issue of work order and work should be commenced by the contractor within Ten (10) days from issue of work order. The Work order will be forwarded by e-mail/Post/by Hand. Failure of the successful Bidder to execute contract agreement and or failure to commence work as per conditions of tender shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD

**30. Performance Security**

30.1 Within Seven (07) 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. 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 EMD.

**31. Corrupt or Fraudulent Practices**

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- 31.1 The DCI requires that the Bidders/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DCI:
  - 31.1.1 defines, for the purposes of this provision, the terms set forth below as follows:
    - 31.1.1.1 "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; and
    - 31.1.1.2 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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;
    - 31.1.1.3 will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - 31.1.2. will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.
- 31.2 Furthermore, Bidders shall be aware of the provision stated in Clause 21.1 of the General Conditions of Contract.
- 31.3 The tenderer shall enclose a certificate that "he/she is not related to any Officer of Dredging corporation of India limited or any other officer of the rank of Under Secretary or above in the Ministry of Shipping, "A Government of India" The tenderer shall also furnish a declaration with his tender enclosing the names of the relatives who are employed in DCI.
- 31.4 The tenderer shall have to give a certificate that the contractor had not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

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31.5 The tenderer shall give a certificate that the contractor shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.

**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 to DCI, without defacing or altering.

32.6 Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.

32.7 All correspondences must be made to the Project office where the Boat services are to be provided.

32.8 In the event of failure or breach of the contractual obligations, the firm /contractor will be blacklisted and prevented from participating in the future tenders of the corporation for a specified period. The period of blacklisting and manner of black listing can be decided by the competent authority.

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CONTRACTOR

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

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

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- 1.1.11. "Contractor" means the person or persons, firm or company who's tender / offer has been accepted by the DCI and includes the Contractor's Representatives, heirs, successors and assigns, if any permitted by the DCI.
- 1.1.12. "Excepted Risks" are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.1.13. "GCC" means the General Conditions of Contract contained in this section.
- 1.1.14. "SCC" means the Special Conditions of Contract.
- 1.1.15. "Day" means calendar day.
- 1.1.16. "Month" means the English calendar month.
- 1.1.17. "Singular/Plural" Word importing the singular only, also includes the plural and vice-verse where the context so requires.
- 1.1.18. "The heading /Marginal Notes" in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

## **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. The Contract & General Obligations of Contractor:**

### **4.1 Applicability of Laws on the Contract:**

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

- 4.1.1 The Indian Contract Act, 1872
- 4.1.2 The Major Port Trust Act, 1963
- 4.1.3 The Workmen's Compensation Act, 1923
- 4.1.4 The Minimum Wages Act, 1948

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

4.1.6 The Dock Workers' Act, 1948

4.1.7 The Indian Arbitration and Conciliation Act (1996)

4.2 **Contractor to Execute Contract Agreement:**

After receipt of work order and within 07 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 labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading equipment and ancillary spares, watch-keeping, lighting, running expenses of the Boat including fuel, oil, grease, wages of crew, mobilization, demobilization port dues, wharfage/ jetty charges, payment of fees,

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duties taxes excluding GST to the appropriate authorities and other things of every kind required for the completion work.

4.6 **Contractor is Responsible for safety of the Boat including men and material:**

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

4.7 **Contractor to Supervise the Works**

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

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

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

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

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

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

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

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- 4.9.4 Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.
- 4.9.5 Damage / injury caused to waterway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- 4.9.6 Pollution of waterway and damage caused to river, lock, sea wall or other structures related to waterway, in operating contractor's vessels, equipment.
- 4.9.7 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 is not being engaged by DCI.
- 4.9.8 The Boat should be adequately lit as per port rules/ Concern Authority norms and regulations and should have adequate lighting arrangements during embarking and disembarking at the jetty or at the dredger or at any other place.
- 4.9.9 The proposed Mechanized Boat for carrying out outer anchorage routine trips should have steel hull and the capacity should not be less than 200HP with twin screw. The speed should not be less than 6 knots. All other terms & conditions remain same.
- 4.9.10 The Boat has to run as per the instructions of the Project Manager or any other official of Project office nominated by the Project Manager for making trips to dredger(s) or any other work. Master / Dredge watch keeping officer instructions is to be followed by boat personnel for embarkation / disembarkation to / from Dredger. A logbook shall be maintained by the Contractor, which shall form the basis for the payment.
- 4.9.11 The Contractor has to follow all safety regulations while carrying men / materials / laundry/ gas cylinder or any other material / equipment required for repairs if any or any other service to ensure un-interrupted dredging operations.
- 4.9.12 In the event of the breakdown / deficiency in making desired speed /conditionof the Deployed Steel/Wooden/FRP hullBoat the Contractor has to replace the same with immediate effect without causing any hindrance to the normal activities of dredger or other project works. The replaced Steel/Wooden/FRP hullBoat should not be changed in specifications as agreed previously. In the event the Contractor fails to make arrangement for a substitute Steel/Wooden/FRP hullBoat.DCI will arrange a substitute at the risk and cost of the Contractor. No mobilization or de-mobilization will be paid for the substitute of Steel/Wooden/FRP hullBoat.

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- 4.9.13 The Steel/Wooden/FRP hullBoat should be available for operations round the clock.
- 4.9.14 The rate quoted by the Contractor shall include all running expenses of the Boat including fuel, oil, grease, wages of crew,mobilization anddemobilizationetc.

**4.10 Notice to Contractor**

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

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

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

**5. Performance Security**

- 5.1 Within Seven (07) days after receipt of work order forthe Contract, the Bidder shall furnish Performance Security to the DCI in the amount specified in the General Conditions of Contract.
- 5.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 5.3 A sum equal to10% of the of the contract value as indicated in work order shall be deposited by the contractor by e-challan 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. Bank Guarantee shall be valid till completion of work including extended period, if any.
- 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

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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 work including extended period if any.

- 5.4 The performance security will be discharged by the DCI and returned to the Contractor not later than thirty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract on receipt of **"No dues No claim"** from the Contractor.

## **6. Insurance**

- 6.1 The contractor shall without limiting his or the DCI's obligations and responsibilities insure his Boat and workmen / Crew
- 6.2 The contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.
- 6.3 Against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance), besides insurance coverage's for the Hull and machineries for the boat identified and engaged at site.
- 6.4 Against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen)
- 6.5 The boat shall have required number of life jackets, safety devices, fenders, guards, anchors etc. The boat along with crew and passengers upto 15 Nos. shall be insured for any mishaps.
- 6.6 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected. Insurance to be shown to project office Tuticorin within 07 days of issue of work order without which the bills may not be accepted.
- 6.7 The contractor shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times.

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7.0 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.

7.1 In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.

## **8. Payment**

8.1 The Contractor's request(s) for payment shall be made to the Project Manager, DCIL Tuticorin in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.

8.2 The Bill for Services rendered/payment will be made on a monthly basis, by Project Manager, POTuticorin/DCIL H.O, by Electronic Payment. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor. The work done certificate/ logbook shall be certified by Site-In-Charge/ Master or the person nominated by the Project Manager, Tuticorin. The payment will be made only for services provided as per accepted rates in work order. Payment shall be made by DCIL, H.O within 30 (Thirty) days of submission of an invoice/claim by the Supplier complete in all respects.

8.3 The logbook is to be maintained by the contractor on daily basis and details for each trip of routine service to the dredger or any activity for which the boat is utilized other than routine trips to dredger, etc. shall be recorded and duly signed and certified by the Site In-charge or Master and must be submitted along with the Bill for the purpose of payment of services provided to be certified by DCI representative on daily basis and must be submitted along with the monthly invoice.

8.4 Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill.

## **9. Prices**

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

**9.2 Change Orders**

9.3 The DCI may at any time by a written order give to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor.

9.4 If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, 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 Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the DCI's change order.

**10 Contract Amendments**

10.1 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.

**10.2 Assignment**

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

**10.4 Subcontracts**

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

**10.6 Delays in the Contractor's Performance**

10.6.1 The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the DCI in the Schedule of Requirements.

10.6.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the DCI in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the DCI shall evaluate the situation and may at its discretion

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extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

- 10.7 Except as provided under GCC Clause 17, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

## **11 Liquidated Damages**

- 11.1 Subject to GCC Clause 17, if the Contractor fails to perform the Services within the period(s) specified in the Contract, the DCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% per week of the contract price will be charged for delay in commencement / completion of whole work subject to maximum 10% of the contract price. Once the maximum is reached, the DCI may consider termination of the Contract pursuant to GCC Clause 16.

## **12 Termination for Default**

- 12.1 The DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
- 12.1.1 if the Contractor fails to provide the service within 03 days, or within any extension thereof granted by the DCI pursuant to GCC Clause 14; or
- 12.1.2 if the Contractor fails to perform any other obligation(s) under the Contract.
- 12.1.3 if the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving, or soliciting of 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)

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designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition.

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

### **13 Force Majeure**

- 13.1 Notwithstanding the provisions of GCC Clauses 14, 15, 16 the Contractor 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.
- 13.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes.
- 13.3 If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **14 Termination for Insolvency**

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

### **15 Termination for Convenience**

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

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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 **02** days will be given.

## **16 Settlement of Disputes**

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

## **21 Limitation of Liability:**

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

## **22 Governing Language:**

CONTRACTOR



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

**23 Applicable Law**

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

**24 Compliance with Statutory Requirements:**

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

CONTRACTOR

If any new taxes and/or increase / decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract,

The GST will be reimbursed to the contractor subject to production of proof of payment made to the GST authorities.

**26 Income Tax Deduction:**

26.1 Deduction of income tax shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax Act.

**27 Employment of Relatives:**

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

**28. Notices**

28.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by e-mail 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 tenderer shall have to give a Certificate that the Contractor had not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence the bid process and have not committed any offence under the PC Act in connection with the bid.

28.4 The tenderer shall have to give a Certificate that the Contractor shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.

28.5 If the contractor backing out from during the contract period including extended period the entire SD will be forfeited.

28.6 L-1 party will be identified based on the overall lowest rates quoted by the party.

xxxxxxxxxx

CONTRACTOR

**SECTION IV**  
**SPECIAL CONDITIONS OF**  
**CONTRACT**  
**(SCC)**

CONTRACTOR

**SECTION IV**  
**SPECIAL CONDITIONS OF CONTRACT**  
**(SCC)**

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**SECTION -IV**  
**SPECIAL CONDITIONS OF CONTRACT**  
**(SCC)**

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

**1 SCOPE OF WORK(GCC Clause 1):**

Dredging Corporation of India Limited is carrying out Capital/Maintenance Dredging assignment with Trailing Suction and cutter suction dredger at various locations of VOC Port and channels. In this connection, the Corporation desires to hire a mechanized boat of not less than 100 HP having speed of not less than 6 Knots for making routine trips to dredgers, pipeline works, diving works, transportation of men and material, conducting hydrographic survey works, outer channel trips when vessel is at anchorage, Pipe Line etc., as instructed by the site –in-charge / Project Manager. Also DCI intend to engage an additional boat on the same rate, terms and conditions, if required, and contractor shall be able to provide an additional boat on as and when required basis /as per the requirement.

- 1.1 Mechanized boat with sufficient size and stability to safely and properly carry out routine trips to vessels under the site and sea conditions in and around VOC Port Tuticorin throughout the contract period.
- 1.2 The horse power should be not less than 100 HP and draft should not be more than 1.2 M
- 1.3 Seating arrangement for at least 15 persons and ceiling properly covered with canopy protecting from sun and rain or permanent cabin for men and material.
- 1.4 Adequate radio / VHF communication/mobile phone/GPS, all statutory requirements such as Life saving Appliances, Fire Fighting Appliances etc as per relevant rules.
- 1.5 Good maneuverability and ample space for transporting of men, material, stores, spares etc.
- 1.6 Experienced Helmsman.

CONTRACTOR

- 1.7 Suitable arrangements shall be made available if required, for towing such as bollards both sides (port and Starboard) on aft and forward and one Ballard of centre of aft.
- 1.8 The services of the boat shall be used and should be available for 24 hrs a day. The rate quoted by the tenderer is per day of 24 hrs. In case of breakdown of the Boat, payment will be made on pro-rata after adjusting 24 Hrs calculated in a day. The boat should be strictly operated as per instructions of Project Manager.
- 1.9 The boat shall be used as per site requirement. In case of break-down of the boat, the payment of hire charges will be deducted for the period or hours in pro-rata basis.
- 1.10 The boat should be capable to ply in VOC Port waters as afore said in Clause 1.1 and in all weather conditions of all the seasons in a year. The best suitable boat for the above purpose shall be selected and deployed.
- 1.11 The proposed Mechanized Boat for carrying out outer anchorage routine trips should have Steel/Wooden/FRP hull and the capacity should not be less than 100HP. The speed should not be less than 6 knots.
- 1.12 The rate quoted shall be for making trips in a day of 24 hours. The service of Routine Boat will be made only if required during dredger maintenance/breakdown of dredger. However payment will be made only for the actual boat utilized.
- 1.13 Boat is engaged specially for making routine trips and pipeline works from shore to dredger and back for Port officials or any other works as per instructions of Project Manager.
- 1.14 The boat should be available at the specified jetty throughout the contract period.
- 1.15 If DCI intends to engage an additional boat for the use of our client including other project works, on the same rate terms and conditions of this contract, 07 days notice will be given for deployment by the contractor and two days notice will be given for termination.

## **2 Performance Security (GCC Clause 6):**

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- 2.1 Within Seven (07) days after receipt of work order for 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 contract as indicated in the work order shall be deposited by the contractor as Performance Security Deposit with DCI as per Performa at Annexure enclosed. Alternatively, 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.
- 2.4 The BG submitted against performance security will be discharged by the DCI and returned to the Contractor not later than thirty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.
- 2.5 The successful Bidder's earnest money deposit will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 29 and furnishing the performance security, pursuant to ITB Clause 30.

### **3 Price Variation Clause (GCC Clause 9)**

GCC 9.1- The bidder shall be entitled to 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 the 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 base / enhanced / reduced price. The bidder shall specify the average hourly consumption of fuel when boat is in running for assessing the price variation. The payment of Fuel escalation charges or deductions towards Fuel de-escalation charges will be

CONTRACTOR

worked-out based on actual number of running hours of the Engine in a month of the boat, with the difference of price increase on the particular date of increase in fuel price for which the contractor shall submit the proof or actual voucher of the fuel purchased. **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 Form 2 Price Schedule-VI (as per the Sample Forms). **Fuel escalation = Average fuel consumption / hr. (Maximum 10 Litres/ hr.) X No. of running hrs. X Difference of fuel price in litre.**

#### **4 Liquidated Damages (GCC Clause 15)**

GCC 15.1—Applicable rate: 1% per week.

Maximum deduction: 10%

#### **5. Settlement of Disputes (GCC Clause 20)**

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

- i) The decision of the Director (Ops. & Tech.)/ Managing Director shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications, designs and drawings and instructions concerning the works or the execution or failure to execute the same arising during the course of work and in the maintenance period. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the Director (Ops. & Tech).
- ii) Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above (i) or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a

CONTRACTOR



sole Arbitrator, a person to be nominated and appointed by Chairman and Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof. This Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The sole Arbitrator is prohibited from awarding any interest in the award either for the pre reference period or pendentile. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

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

Add as 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 25.16%, namely

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

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

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

GCC 28.1—Contractor's address for notice purposes:

JT. GENERAL.MANAGER (OPS)

CONTRACTOR

M/s. Dredging Corporation of India Ltd.  
“Dredge House”, Port Area,  
**Visakhapatnam-530 001.**  
Andhra Pradesh (India)  
Tele PHONE No. 0891-2871397/331  
E-mail ID:[nksiem@dcil.co.in](mailto:nksiem@dcil.co.in) / [psatyam@dcl.co.in](mailto:psatyam@dcl.co.in)

**8. Sunken Equipment:**

If any equipment (floating or otherwise) belonging to the Contractor or Sub-contractor or any material or things therein or thereafter sink from any cause whatsoever, it shall immediately be reported by the Contractor to the Competent Authority and Contractor shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as port/ DCI may direct.

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

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

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

- 9.** Backing out Contractor at any stage during the 06+06months contract period, i.e., including extension period, the entire EMD and Performance Security Deposit will be forfeited without any prejudice.

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**SECTION V**

**TECHNICAL SPECIFICATION**

CONTRACTOR

**SECTION V**

**TECHNICAL SPECIFICATION**

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

CONTRACTOR

**SECTION VI**

**SAMPLE FORMS**

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**SECTION – VI**

**SAMPLE FORMS**

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**SECTION – VI**

**SAMPLE FORMS**

*Notes on the Sample Forms*

The Bidder shall complete and submit along with its price bid in two covers system, i.e (Cover-A) with the Bid Form and cover-B with price schedule and both sealed covers shall be put in to a outer cover with name of the tender super- scribed.

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

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

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

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

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

The Details of the Mechanized Steel/Wooden/FRP hull Boat Proposed for Hireduly filled in should be submitted along with the Techno-Commercial Bid.

CONTRACTOR

**1 BID FORM**

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

To  
The General Manger (OPS),  
Dredging Corporation of India Limited,  
Dredge House,Port Area,  
Visakhapatnam – 530001.

Gentlemen:

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

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019\_\_\_\_\_.

\_\_\_\_\_  
[signature] [in the capacity of]  
Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

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**2 PRICE SCHEDULE**

**PREAMBLE TO PRICE BID**

1. The items given in the Bill of Quantities are for Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat of not less than 100 HP for routine trips and other project works etc.
2. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
3. No other charges, other than those specified in the tender conditions shall be payable.

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**PRICE BID**

NAME OF WORK:Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat at VOC Port Tuticorin.

<b>Sl. No.</b>	<b>Item</b>	<b>Quantity (Days)</b>	<b>Rate per 24 Hrs. (Rs.)</b>	<b>Amount (Rs.)</b>
1.	Supply, manning and running of Steel/Wooden/FRP hull mechanized boat of not less than 100HP capacity having speed of 6 to 8 Knots at VOC port Tuticorin for making routine trips for transportation of men and material from shore to DCI dredger and vice versa and attending pipe line works / shifting of anchors and shifting of pipe line, diving operations, hydrographic surveys, etc.and or any other project related workson 24 Hrs. basis in a day (three shifts), or pro-rate thereof. The rates shall be inclusive of fuel, lube oil, men and material, watch keeping, mobilization, de-mobilization, repairs cost, all taxes except GST.	180		
2.	Total Amount			Rs. <b>(Excluding GST)</b>
3.	Average fuel consumption by the Boat proposed to supply (Litre per hour)			..... lit/ hr
4.	Base price of the fuel as on the first day of the month of bid opening (to be supported with documentary proof at the time of invoicing)			Rs... .. per litre

Note: (1) Rate quoted should be excluding GST

(2) Maximumfuel consumption per hour is 10 Ltrs. for Fuel escalation/ de-escalation

(3) The base price shall be the price of the fuel on the first day of the month of the bid opening.

**Signature of the Contractor with seal**

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

Bank Guarantee No.

Date

To  
The General Manger (OPS),  
Dredging Corporation of India Limited,  
Dredge House,Port Area,  
Visakhapatnam – 530001.

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

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

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

THE CONDITIONS of this obligation are:

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

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

CONTRACTOR

provided that in his demand the Corporation will note that the amount claimed by him is due to him owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

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

Dated.....day of .....2019

For

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

CONTRACTOR

**4. FORM OF CONTRACT AGREEMENT**

This agreement made this \_\_\_\_\_day of \_\_\_\_\_, 2019 BETWEEN the **Dredging Corporation of India Limited**, a company registered under the Indian Companies Act, 1956, having its head office at **Dredge House, Port Area, VISAKHAPATNAM – 530 001** (hereinafter called “the Employer”, “which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the One Part AND M/s.

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

WHEREAS the “Employer” is desirous of availing the services for **“Supply, manning and running of Steel/Wooden/FRP hull mechanized boat of not less than 100HP capacity having speed of 6 to 8 Knots at VOC port Tuticorin”** and the Contractor has offered to execute the work for **“Supply, manning and running of Steel/Wooden/FRP hull mechanized boat of not less than 100HP capacity having speed of 6 to 8 Knots at VOC port Tuticorin”** AND WHEREAS the CONTRACTOR has deposited a sum of Rs. \_\_\_\_\_ as Performance Security in the form of \_\_\_\_\_ for the due fulfillment of all the Conditions of the Contract:

NOW THIS AGREEMENT WITNESSETH as follows:

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

CONTRACTOR

- Instructions to Tenderer
  - Conditions of Contract
  - Specification for the Works
  - Price Bid
  - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) at the times and in the manner prescribed by the Contract.

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

Signed and sealed by:

CONTRACTOR

EMPLOYER

Signature :

Signature:

Name :

Name :

Designation :

Designation

Seal :

Seal :

In the presence of

Witness

a) Signature

Signature

Name & Address:

Name & Address:

CONTRACTOR

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

Bank Guarantee No.  
Date

To  
The General Manger (OPS),  
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 Head Office at Dredge House, Port Area, VISAKHAPATNAM-530 001, Andhra Pradesh, India (herein after called the "DCI") having agreed to exempt M/s ..... having its Registered Office at .....(herein after called the said "Contractor" from the demand under the terms and conditions of an Agreement / Contract / Work Order dated .....made between DCI and Contractor for .....(herein after called the said "Agreement"), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for .....

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

2. We, .....

( indicate the name of Bank)

do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from

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the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .....(say) ..... only).

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

4. We ..... further  
(indicate name of the Bank)

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

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

that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by

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the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

Dated the .....day of .....2019.

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**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 7.2.4 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.

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**7. Details of the Mechanizedboatof not less than 100HP Proposed for Hire**

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

NOTE: If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the boat/boats should be submitted on stamp paper duly notarized along with Tender.

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**SECTION VII**

**CHECK LIST FOR**

**TECHNO-COMMERCIAL BID**

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**SECTION – VII**

**CHECK LIST FOR TECHNO- COMMERCIAL BID**

1. Cost of tender document payment details
2. Earnest Money Deposit (EMD) details
3. A Bid Form **except** the Price Schedule
4. A list of works tendered for and in hand/being executed as on the date of submission of tender.
5. Details of the MechanizedboatProposed for Hire
6. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
  - Audited balance sheets for the last three years;
  - Certificate from Employers for having successfully completed works of similar nature.
7. PAN Number.
8. GST Registration Number
9. Vendor Form along with 'Cancelled Cheque'
10. Registration with Provident Fund Authorities
11. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
12. 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.
13. Information regarding any current litigation in which the tenderer is involved.
14. 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.
15. Copy of clear title of the ownership of the Steel/Wooden/FRP hullboat. If the tenderer is not the owner of the Steel/Wooden/FRP hullboat, necessary documents (Lease Agreement) in support of the authorization granted by the owner of the boatto the tenderer to offer and operate the mechanized boat by the tenderer. This authorization shall be executed on a stamp paper duly notarized.
16. The bidder shall have to give a Certificate as specified in Clause 27 of GCC.
17. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.

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**Annexure-I**

**CURRENT LITIGATIONS**

Date:

To  
The General Manger (OPS),  
Dredging Corporation of India Limited,  
Dredge House, Port Area,  
Visakhapatnam – 530001.

Sir,

Sub: Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat at VOC Port Tuticorin-Reg..

A. With reference to your Tender No *DCI/OPS/VOCP/R.Boat/2019/Date:04-04-2019* and as per Cl. No.7.2.12 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.

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**EMPLOYMENT OF RELATIVES**

Date:

To  
The General Manger (OPS),  
Dredging Corporation of India Limited,  
Dredge House,Port Area,  
Visakhapatnam – 530001.

Sir,

Sub: Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat at VOC Port Tuticorin-Reg

A. With reference to your Tender No *DCI/OPS/VOCP/R.Boat/2109/* Date:04-04-2019 and as per Cl. No.7.2.18 of ITB of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'or'

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

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

Thanking you,

Yours faithfully,

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

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**Annexure-III**

**ILLEGAL GRATIFICATION**

Date:

To  
The General Manger (OPS),  
Dredging Corporation of India Limited,  
Dredge House,Port Area,  
Visakhapatnam – 530001.

Sir,

Sub: Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat at VOC Port Tuticorin – Reg.

A. With reference to your Tender No *DCI/OPS/VOCP/R.Boat/2019/*, Date:04-04-2019 and as per Cl. No.7.2.19 of ITB 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. and,

B. As per Cl. No. No.7.2.19 of ITB 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,

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**Vendor Form**

1. Vender Details

a) Name of the Vendor :

b) Address :

c) Place of Registration :

d) Principal place of  
business :

e) Email ID :

f) Contact No. :

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

a) PAN No. :

b) GSTIN :

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

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

a) Bank Name, Branch &  
City :

b) Bank Account Number :

c) IFSC :

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