



**DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE:MANGALORE**

Locker Room Building, Inside Harbour,
New Mangalore Port Trust, Panambur, Mangalore.
E - MAIL: pomangalore@dcil.co.in
www.dredge-india.com

DCI/PO Mngr/OPS/NMPT/Pump House/2020-21/

Date: 20-11-2020

TENDER FOR

**DREDGING UNDERNEATH DECK STRUCTURE AREA OF PUMP HOUSE NO. 1, 2 & 3 BY
DEPLOYING CIRCLE PUMP DREDGER AND PIPELINE AT NEW MANGALORE PORT TRUST,
MANGALORE.**

**DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE:MANGALORE**

DCI/PO Mngr/OPS/NMPT/Pump House/2020-21/

Date: 20-11-2020

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

Sealed tenders are invited in two covers (i.e.) Cover-A "Technical Bid", Cover-B "Price Bid" by **Dredging Corporation of India Limited, Regional Office Kochi** from experienced and resourceful dredging firms with proven technical and financial capabilities for executing the maintenance dredging work mentioned below:-

1.	Name of Works	:	"Dredging underneath deck structure area of pump house no. 1, 2 & 3 by deploying circle pump dredger and pipeline at New Mangalore Port Trust, Mangalore.
2.	Estimated Cost	:	Rs.99,40,800/- Excluding GST
3.	Period of Contract/Duration of work	:	Period of Contract: Three years i.e. 2020-21, 2021-22 & 2022-23. Each year required 2 months from commencement of work and extendable as per requirement.
4.	Mobilization Period	:	Within 5 days from date of Letter of Award/ Commencement Order.
5.	Cost of Tender Documents (Non-refundable)	:	Rs.1,180/- (Rupees One Thousand One Hundred and Eighty only), incl. GST.
6.	Earnest Money Deposit	:	Rs.99,410/- (Rupees Ninety Nine Thousand Four Hundred and Ten Only)
7.	Issue of Tenders	:	From 20-11-2020 to 29-11-2020 upto 1800 Hrs to be downloaded from websites specified in the tender.
8.	Receipt of Pre-bid queries	:	23-11-2020 upto 1800 Hrs at by email only. (No pre-bid Meeting will be held)
9.	Last date for Pre Bid Clarifications	:	24-11-2020, 1800 hrs
10.	Last date for receipt of Tenders	:	30-11-2020 upto 1500 Hrs in Regional Office, M/s. Dredging Corporation of India Limited, "Chackalackal" building, 3 rd Floor, K.P.Vallon road, Kadavanthra, Kochi - 682020.
11.	Opening of Technical Bids	:	30-11-2020 upto 1530 Hrs in Regional Office, M/s. Dredging Corporation of India Limited, "Chackalackal" building, 3 rd Floor, K.P.Vallon road, Kadavanthra, Kochi - 682020.

BRIEF DESCRIPTION OF WORK:-

1. Dredging Corporation of India Ltd., (DCI), having its Head Office at Visakhapatnam, Andhra Pradesh, Regional Offices at Kochi, Mumbai, Kolkata & Paradip and having its Project Offices at different Ports. DCI is deploying its Trailer Suction Hopper Dredger/s for carrying out maintenance dredging at New Mangalore Port Trust, Mangalore for three years 2020-23.
2. As per the work requirement, the corporation desires to hire circle pump dredger of 250 CuM /Hr output capacity with required pipeline is to be deployed for dredging all type of soils including sand, silt, loose clay and hard/stiff clay below the Deck Structure area of Pump House No. 1, 2 & 3. In this connection, All the required statutory certificates must remain valid throughout the period of contract, including extension period, if any.
3. The period of contract is for Three years i.e. 2020-21, 2021-22 & 2022-23. Each year required for 60 days from work commencement and extendable/curtailed as per requirement/ performance and in the same manner required for total 3 years, i.e. 2020-21, 2021-22 & 2022-23.
4. Total quantity to be dredged about 10,900 cum (in-situ) approximately each year and 32,700 CuM for 3 years.
5. Dredging at underneath deck structure of pump house no.1 & 2 is to be carried out from existing level to -6.0m CD with a permissible tolerance of 0.5m including slope and to discharge the dredged material at the dock arm areas uniformly beyond a lead of 150m as directed by NMPT/DCI.
6. Dredging at underneath deck structure of pump house no.3 is to be carried out from existing level to -10.0m CD with a permissible tolerance of 0.5m including slope and to discharge the dredged material at the dock arm areas uniformly beyond a lead of 150m as directed by NMPT/DCI.
7. The period given in the schedule is only indicative and may increase or decrease, however payment will be made for the actual work done (In-situ quantity dredged) certified by the Project In-charge /Site-in-charge/ any authorized representative of DCI.
8. No separate claims for mobilization/demobilization of equipments, idle time charges, manpower and other items are payable.
9. Rate quoted shall be inclusive of all Port Dues if any, cost and hire of equipments, fuel, lube oil, labour, material, watch keeping, gate passes/Port entry & exit permission, mobilization and demobilization, idle time, plying permission of circle pump dredger in NMPT, repair cost, spare cost, and all other taxes etc. Excl. GST complete during the contract period including extension period if any. No escalation shall be payable due to hike in fuel, engine oil, labour, material etc. **The rates quoted /agreed shall be firm throughout the contract period including extension period and no enhancement in rates shall be entertained due to any reason.**

Pre-Qualification Criteria:

1. Should own or have hire agreement with owner of circle pump dredger and pipeline of 250 Cum/Hr output capacity on hire at New Mangalore Port Trust, Mangalore
2. Experience of having successfully completed similar works during last seven years ending October'2020 should be either of the following:
 - **Three similar completed works each costing not less than the amount of Rs.13.25 Lakhs**
OR
 - **Two similar completed works each costing not less than the amount of Rs.16.57 Lakhs**
OR
 - **One similar completed work each costing not less than the amount of Rs.26.51 Lakhs.**
3. **Annual financial turn over during last 3 years ending 31 March 2020 of the previous financial year, should be at least Rs.9.94 Lakhs.**

Alternatively, tenderers may contact at the following address for clarifications by email only regarding Tender documents, submission, receipt of tender etc,

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE:MANGALORE
Locker Room Building, Inside Harbour,
New Mangalore Port Trust, Panambur, Mangalore.
E - MAIL: pomangalore@dcil.co.in

The Detailed NIT and Complete Tender Document is hosted in our website www.dredge-india.com, and <http://eprocure.gov.in>. Interested parties may visit the same. The blank tender document to be downloaded from the website by remitting an amount of Rs.1,180/- (Rupees One Thousand One Hundred and Eighty Only) incl. 18% GST towards cost of tender documents (Non Refundable) through NEFT/RTGS to DCI account and the copy of electronic receipt/UTR should be submitted with Bid. **The confirmation of payment to be mailed treasury@dcil.co.in and also enclosed with bid.** The downloading of document shall be carried out strictly as provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such bids are liable for outright rejection.

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

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

DCI Current Account No:-**35833070000014**
Branch name:-**DCI LTD PORT AREA BRANCH VISAKHAPATNAM**
IFSC/RTGS No:-**SYNB0003583**
SWIFT Code No:-**SYNBINBB032**

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.

Project In-charge
DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE:MANGALORE
Locker Room Building, Inside Harbour,
New Mangalore Port Trust, Panambur, Mangalore.
E - MAIL: pomangalore@dcil.co.in

SECTION II.
INSTRUCTIONS TO BIDDERS
(ITB)

A. Introduction

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to all Dredging firms 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 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 Clients in accordance with ITB Clause 31.

2. Cost of Bidding

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

B. The Bidding Documents

3. Content of Bidding Documents

- 3.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:
 - a) Instructions to Bidders (ITB)
 - b) General Conditions of Contract (GCC)
 - c) Special Conditions of Contract (SCC)
 - d) Sample Forms containing the following:
 - Bid Form
 - Price Schedules
 - Proforma For Bank Guarantee for Earnest Money Deposit
 - Form of Contract Agreement
 - Proforma for Bank Guarantee for Performance Security
 - Pro-forma for Relatives.
 - Pro-forma for Undertaking.
 - Pro-forma for litigation.
 - Vendor Registration Form.
 - e) Check list for Technical Bid.
- 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 risk and may result in the rejection of its bid.

4. Clarification of Bidding Documents

No Pre-bid meeting will be held. Prospective bidders are requested to forward their queries by e-mail on or before **23-11-2020 1800 hrs**. The clarifications requested by the bidders will be suitably hosted in DCI website by **24.11.2020**. No press notification for any amendment will be issued. However, prospective bidders have to visit the websites www.dredge-india.com, <http://eprocure.gov.in> before the date of submission for any corrigendum/addendum.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment/corrigendum.
- 5.2 The amendment/corrigendum will be uploaded in our websites and all prospective Bidders should visit websites before submission of bid, from time to time.
- 5.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, DCI may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

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 DCI, shall be in English.

7. Documents Comprising the Bid

The Bids shall be in Two Cover System consisting of

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

7.1 **Technical Bid (Cover A):** The “Technical Bid” (Cover A) prepared by the Bidder shall comprise the following components along with Tender document signed by Bidder on all pages:

- 7.1.1 A duly filled and signed Bid Form **except** the Price Schedule completed in accordance with ITB Clause 8.1;
- 7.1.2 A list of works tendered for and in hand/being executed as on the date of submission of tender.
- 7.1.3 A detailed list of Dredgers/equipment available with the tenderer and which are proposed for deployment for the work under consideration including their specification.
- 7.1.4 Copies of original ownership of circle pump dredger and required pipeline of 250 Cum/Hr output capacity proposed to be offered to DCI Ltd., including copy of the existing insurance policy. If the tenderer is not the owner of the circle pump dredger or any other suction pump dredger, necessary documents in support of the authorization or lease granted by the owner of the circle pump dredger or any other suction pump dredger to the tenderer to offer and operate the same by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.
- 7.1.5 Documentary evidence established in accordance with ITB Clause 11, that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years.
- 7.1.6 Proof of payment of tender cost through NEFT/RTGS.
- 7.1.7 Earnest money deposit in the form of Bank Guarantee/NEFT/RTGS furnished in accordance with ITB Clause 12.
- 7.1.8 PAN Copy.
- 7.1.9 GST Registration Copy.
- 7.1.10 Bank details along with cancelled cheque.
- 7.1.11 Registration with Provident Fund Authorities.
- 7.1.12 Power of Attorney on stamp paper, in favor of the person authorized to sign the tender document. (If the tender document is signed by owner/proprietor of the firm, then also, he shall authorize himself for the same.)
- 7.1.13 Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership. If PF registration exempted, relevant exemption letter to be enclosed to Bid.
- 7.1.14 Certificate/undertaking for “relatives”, “litigation”, vendor registration form, corruption undertaking information regarding any current litigation in which the tenderer is involved.

- 7.1.15 Check list for Technical Bid.
- 7.1.16 Downloaded Tender Document and amendment/corrigendum, if any, duly signed on all the pages by tenderer.
- 7.1.17 After award of work the contractor shall deploy only the circle pump dredger as offered in their tender and duly accepted and qualified by the committee appointed by DCI.

7.2 Price bid (cover B)

- 7.2.1 Price schedule.

8. Bid Form

The Bidder shall complete the Bid Form except the appropriate Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 8 of ITB and enclose the same in the cover containing the Technical Bid (Cover A) and properly sealed.

9. Bid Prices

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

10. Bid Currencies

Prices shall be quoted in Indian Rupees only.

11. Documents Establishing Bidder Eligibility and Qualifications

- 11.1 The Bidder shall furnish, as part of its bid, documents establishing the Bidder eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 11.2 The documentary evidence of the Bidder qualifications to perform the contract if its bid is accepted shall establish to DCI satisfaction that the Bidder has the financial, technical, and production capability necessary to perform the contract.
- 11.3 The bidder should furnish the details of the Circle Pump Dredger proposed for hiring.

12. Earnest Money Deposit (EMD)

- 12.1 Pursuant to ITB Clause 7.1.6, the Bidder shall furnish, the Earnest Money Deposit through RTGS/NEFT/Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank, in favour of M/s. Dredging Corporation of India Limited, Visakhapatnam. The Earnest Money Deposit shall not carry any interest. Failure to furnish earnest money and cost of tender documents leads to summarily rejection of respective bids.
- 12.2 The earnest money is required to protect DCI against the risk of Bidder conduct which would warrant the earnest money forfeiture.
- 12.3 Any bid not secured in accordance with ITB Clauses 12.1 will be rejected by DCI as non-responsive, pursuant to ITB Clause 21.
- 12.4 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.

- 12.5 The successful Bidder 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.
- 12.6 The earnest money deposit may be forfeited:
- a) If the 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.
- 12.7 At the option of contractor, the Earnest money deposit can be adjusted towards Performance Security and balance amount of 10% of contract value has to be furnished by way of NEFT/ BG.

13. Period of Validity of Bids

- 13.1 The Tenderer should keep open the validity of the Bid for 90 days from the date fixed for its price-bid opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by mail by DCI is made before the expiry of the initial validity period of 90 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before the validity period, the EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 13.2 In case DCI ask 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.

D. Submission of Bids

15. Sealing and Marking of Bids

- 15.1 The Technical Bid along with all enclosures to be put in a sealed cover super-scribed with the words - **Cover-A** "Technical Bid" for the work "**Dredging underneath deck structure area of pump house no. 1, 2 & 3 by deploying circle pump dredger and pipeline at New Mangalore Port Trust, Mangalore**" to be submitted on or before 1500 Hrs on 30-11-2020.
- 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 "**Dredging underneath deck structure area of pump house no. 1, 2 & 3 by deploying circle pump dredger and pipeline at New Mangalore Port Trust, Mangalore**" to be submitted on or before 1500 Hrs on 30-11-2020.
- 15.3 The tenderer should ensure before submission of the bid that all the relevant details, copies of documents, filling-up of the required forms and duly signed and sealed etc are full-filled as per the check list given at section-VII of this tender document.
- 15.4 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 superscribed with the words "**Dredging underneath deck structure area of pump house no. 1, 2 & 3 by deploying circle pump dredger and pipeline at New Mangalore Port Trust,**

Mangalore” to be submitted to Dredging Corporation of India Limited, Regional Office Kochi, Chackalackal Building, 3rd Floor, K.P.Vallon Road, Kadavanthra, Kochi-682020 **on or before 1500Hrs of 30.11.2020.**

15.5 If the outer cover is not sealed and marked as required by ITB Clause 15, DCI will assume no responsibility for the bid misplacement or premature opening.

16. Deadline for Submission of Bids:

16.1 Bids must be received by DCIL 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 DCIL, the bids will be received up to the appointed time on the next working day.

16.2 DCIL 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 DCIL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Bids:

Any bid received by DCI after the deadline for submission of bids will be rejected and returned unopened to the Bidder.

18. Modification of Bids

The Bidder cannot modify or withdraw its bid after the bid submission.

E. Opening and Evaluation of Bids

19. Opening of Bids by DCI

19.1 DCI will open the outer covers containing both sealed Covers A and B of the bids and the Cover A Technical Bids only in the presence of bidders representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidder’s representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for the DCI, the bids shall be opened at the appointed time and location on the next working day.

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

19.3 The bidder’s names, bid modifications or withdrawals and the presence or absence of requisite Cost of Tender, EMD and such other details as DCI, at its discretion, may consider appropriate, will be announced at the opening of the “Technical 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

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

21. Preliminary Examination

21.1 DCI will examine the Technical Bids to determine whether they are complete, whether required cost of tender, earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, etc;.

- 21.2 DCI may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.3 Prior to the detailed evaluation, pursuant to ITB Clause 22, 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 (ITB-30), and Force Majeure (GCC Clause 17) will be deemed to be a material deviation. The DCI determination of a bid 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 DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The process of completion of tender bids evaluation and opening of price bids will be completed within a 4 weeks maximum, however the same is not binding on DCI.
- 21.5 During tenderer bid evaluation the shortfall, if any, will be intimated to the tenderer by email, for complying the provision of the technical qualification of bid and the shortfalls to be complied by tenderer for further evaluation of his bid. Failure to comply will lead to disqualified of the bid.

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 Technical Bid at a later date. The date and time of opening of Cover B - Price Bid shall be notified to all the technically qualified bidders and will be opened in the presence of such authorized persons or representatives who wish to be present.
- 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.

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

F. Award of Contract

24. Post-Qualification

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

25. Award Criteria

Subject to ITB Clause 28, 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 :

- 26.1 DCI reserves the right at the time of award of contract to increase or decrease, up to 20% of the quantity of services originally specified in the Price schedule without any change in unit price or other terms and conditions.
- 26.2 The period of contract is for three years i.e. 2020-21, 2021-22 & 2022-23. Each year required for 60 days from work commencement and extendable/curtailed as per requirement/ performance and in the same manner required for total 3 years, i.e. 2020-21, 2021-22 & 2022-23. At the discretion of DCI the contract will be awarded for third year. 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 and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.
- 26.3 In case of curtailment of contract period at any stays, the tenderer shall be informed of the same on advance by notice period of 7 days.

27. Right to accept Any Bid and to reject any or All Bids

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

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/email, 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

At the same time as DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement on Non-Judicial Rs.100/- Stamp Paper at his own expense, within 10 (Ten) days of the receipt of notification of award from the DCI. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 10 (Ten) days from the date of LOA issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

30. Performance Security

Within Ten (05) days of the receipt of notification of award from 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 security/EMD. At the option of contractor, the Earnest money deposit can be adjusted towards Performance Security and balance amount of 10% of contract value has to be furnished by way of NEFT/ BG.

31. Corrupt or Fraudulent Practices

- 31.1 DCI requires that the Bidders/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, that DCI defines, for the purposes of this provision, the terms set forth below as follows:
- 31.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and
- 31.3 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive DCI of the benefits of free and open competition;
- 31.4 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.
- 31.5 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.
- 31.6 Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract.
- 31.7 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, Government of India" The tenderer shall also furnish a declaration with his tender enclosing the names of the relatives who are employed in DCI, if any.
- 31.8 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.
- 31.9 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 Tender Documents shall be treated as private and confidential and must be returned back to DCI, without defacing or altering.
- 32.5 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.
- 32.6 In case of corrigendum/addendum regarding the subject tender work, DCI will publish the same only on websites www.eprocure.gov.in, www.dredge-india.com. Tenderers are requested to visit the websites regularly.
- 32.7 After award of work, all correspondences must be made to the Project office, Mangalore where the underneath pump house dredging services are to be provided and keep updated themselves.
- 32.8 The contract shall be governed by the Indian Contract Act and all payments due to the contractor under the contract shall be made in Indian Rupees only.
- 32.9 Firms black listed by any Government Organizations/Agencies and valid currently is debarred from participate the tendering process.

SECTION III
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- 1.1 "Corporation" means the Dredging Corporation of India Limited (DCI).
- 1.2 "Managing Director (MD)" means the Managing Director of DCI.
- 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.
- 1.4 "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.5 "The Contractor" means the individual or firm or company supplying the Services under this Contract and named in SCC.
- 1.6 "The Services" means all of the services which the Contractor is required to supply to the DCI under the Contract.
- 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".
- 1.8 "Specifications" means the relevant and appropriate Bureau of Indian Standard Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.9 "Drawings" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- 1.10 "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution. Completion or maintenance of the works or temporary works and includes (without thereby limiting the Foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.
- 1.11 "Site" means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the DCI for the purpose of the Contract.
- 1.12 "Engineer" means DCI 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.
- 1.13 "Engineer Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- 1.14 "Contractor" means the person or persons, firm or company who tender/offer has been accepted by the DCI and includes the Contractor Representatives, heirs, successors and assigns, if any permitted by the DCI.
- 1.15 "Project-In-Charge" means the representative appointed by DCI from time to time for execution of project work.
- 1.16 "Excepted Risks" are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.17 "GCC" mean the General Conditions of Contract contained in this section.
- 1.18 "SCC" mean the Special Conditions of Contract.
- 1.19 "Day" mean calendar day.
- 1.20 "Month" means the English calendar month.
- 1.21 "Singular/Plural" Word importing the singular only, also includes the plural and vice-verse where the context so requires.

1.22 "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

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.

3.2 DCI is certified for implementation and operation of the international codes/standards on safety, security, quality and environment viz., ISM, ISPS, ISO 9001:2008 and ISO 14001:2004 respectively. Hence, necessary requirements of above codes/standards and applicable legal and other requirements pertaining to their activities should be complied by the contractor.

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 of 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 Compensation Act, 1923
- 4.1.4 The Minimum Wages Act, 1948
- 4.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.
- 4.1.6 The Dock Workers Act, 1948
- 4.1.7 The Indian Arbitration and Conciliation Act (1996)
- 4.1.8 Inland Vessels Act 1971.

4.2 Contractor to Execute Contract Agreement at his own cost :

After receipt of LOA and within 10 (Ten) days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on non-judicial Rs.100/- stamp paper to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 10 (Ten) days from the date of LOA issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

4.3 Interpretation of Contract Document - Engineers Power

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

4.4 Contractor Cannot Sub-let the Work

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

- a). 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). 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 workers, labourers, including supervision thereof, ancillary spares, watch-keeping, lighting, payment of fees, port entry/exit permission for men, material, fuels and plying of their crafts etc from NMPT/concerned authorities, taxes and duties to the appropriate authorities and other things of every kind required for the completion work, fuel, lube oils, idle time, repairs, spares, hydrographic surveys, etc, excluding GST. No escalation on any time whatsoever is applicable during the contract period.

4.6 Contractor is Responsible for safety of their equipments 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 Project-In-Charge 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 to Deploy Qualified Men and Engineer, Power to Remove Contractor Men.

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

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

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

4.10 Fossils, Treasure Troves, etc.

The Contractor shall immediately inform the Engineer Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of DCI/NMPT and protect them from being damaged by his workmen or by any other persons from removing or damaging any such

articles or things and shall immediately upon discovery thereof and before removal acquaint DCI of such recovery.

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

- 4.11.1 The Contractor shall be deemed to have indemnified DCI against all claims, demands, actions and proceedings and all costs arising there from on account of:
- 4.11.2 Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
- 4.11.3 Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- 4.11.4 Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, foot paths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.
- 4.11.5 Damage/injury caused to any highway and bridge on account of the movement of Contractor plants and materials in connection with the work.
- 4.11.6 Pollution of waterway and damage caused to river, lock, sea-wall or other structures related to waterway, in transporting contractor plants and materials.
- 4.11.7 The Contractor default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the DCI and other agencies employed by or with the permission and/or knowledge of the DCI on or near the site of work.

4.12 Contractor Quoted Rates / Price Must be All Inclusive

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

- 4.12.1 Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- 4.12.2 Cleaning and removal from site the entire surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- 4.12.3 Precautionary measures to secure efficient protection of berths, other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor men or those of his agency.
- 4.12.4 Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefit and entry permits, wherever necessary.
- 4.12.5 Making arrangements in or around the site, as per the requirements of client or the Project Manager or his Representative, for preventing
 - (a) spread of any infectious diseases, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition,
 - (b) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions,
 - (c) unlawful, riotous or disorderly conduct of the Contractors or his Sub-Contractor workmen
 - (d) deployment of workmen of age less than 18 years.
- 4.12.6 In the event of the breakdown of the Deployed circle pump dredger or during maintenance of circle pump dredger, if any, when dredger is working, the Contractor has to replace the same with immediate effect without causing any hindrance to the works. The replaced circle pump dredger should not be changed in specifications as agreed previously. In the event the Contractor fails to make arrangement for a substitute circle pump dredger, DCI will arrange a substitute at the risk and cost of the Contractor. No mobilization or de-mobilization will be paid for the substitute circle pump dredger.

- 4.12.7 In the event of the circle pump dredger is withdrawn for breakdown, suitable circle pump dredger with the same specifications shall be provided to avoid any stoppage of works. However in case of maintenance of circle pump dredger during maintenance period, no payment will be made for the period for the time taken for maintenance of circle pump dredger including sailing/transportation time.
- 4.12.8 The circle pump dredger should be available for operations round the clock.
- 4.12.9 The rate quoted by the Contractor shall include all running expenses of the circle pump dredger including fuel, oil, grease, wages of crew, etc and all inclusive but excluding of GST.

4.13 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 or by email to the address given in the tender or to the Contractor Site Office or in case of DCI enlisted Contractor to the postal/email address as appearing in the DCI 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.

4.14 Contractor not to Publish Photograph Particulars of Work

The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

4.15 Contractor to Provide Facilities to Outsiders.

The Contractor shall, at his own cost, render all reasonable facilities and Co-operation as per direction of DCI Engineer or his representative to any other Contractor engaged by DCI and their workmen, to DCI own staff and to the men of other Public Body, on or near the site of work and in default, the contractor shall be liable to DCI for any delay or expense incurred by reason of such default. The contractor has to provide (a) one set of Walkie talkies (returnable basis), 2no's of PPE (helmet, life vest, safety shoes, etc) for DCI employees and representatives.

4.16 DCIL Lien Contractor Plant& Equipment

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

5. Use of Contract Document and Information:

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

6. Performance Security

- 6.1 Within Five (05) days from the date of receipt of LoA the Contractor shall furnish Performance Security to DCI for the amount specified in the Special Conditions of Contract.
- 6.2 The Bank guarantee shall be encashed by DCI & the proceeds of the Performance Security shall be payable to DCI as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 6.3 A sum equal to 10% of the accepted value of the contract shall be deposited by the contractor by way of NEFT/RTGS/Bank Guarantee in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure-V enclosed and the confirmatory of online payment to be mailed to treasury@dcil.co.in, Bank Guarantee shall be valid for a period of 90 days from date of completion of all contractual obligations including warranty obligation, if applicable.
- 6.4 In case the contract is further extended for one year or less, sum equal to 10% of the accepted contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from DCI.
- 6.5 Performance Security Deposit will not carry any interest. The same will be returned after successful completion of work duly certified by Project-In-Charge. If Bank guarantee is submitted against Performance security, it should be valid for 90 days beyond the contractual expiry period or end of the contract.
- 6.6 The performance security will be discharged by DCI and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor performance obligations, including any warranty obligations, clearance of final bill, under the Contract.
- 6.7 On post check of any bill, if it is found sum be recoverable from the contractor the same shall be recovered from any sum due to the contractor against any bill of the contractor or from his security deposit and or from any other contract with corporation and/or demand.

7. Insurance

- 7.1 The contractor shall without limiting his or DCI obligations and responsibilities insure in the joint names of the contractor and DCI:
- 7.2 The contractor equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.
- 7.3 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).
- 7.4 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).
- 7.5 The Contractor shall Insure circle pump dredger and other Supporting crafts/equipment deployed for the work against normal marine risks. The circle pump dredger should also have P & I, wreck removal or such cover which shall Include salvage of said circle pump dredger incase she is sunk within the Port Limits and is required to be salvaged by the Port. All Salvage efforts would be hired by the vendor itself and clear the channel with two months of the accident.)
- 7.6 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 in effect.
- 7.7 The contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurance at all times.
- 7.8 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to DCI, then and in any such case DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time

deduct the amount so paid from the any monies due or to become to the contractor or recover the same as a debt due from the contractor.

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

8. Payment

- 8.1 The Contractor request(s) for payment shall be made to the DCI Project-In-Charge, Mangalore in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 8.2 All the payment will be done by Project Office Mangalore/DCI, HO, Vizag to the contractor at the quoted/Negotiated rates for the quantities as certified and paid by NMPT to DCI within (45) forty five days after receipt of such payment from NMPT. No interest will be paid in case of delay payments.
- 8.3 The log book is to be maintained by the contractor for the payment of services provided to be certified by DCI representative on daily basis.
- 8.4 Provident Fund and other recoveries of the crew/workers and payment wage slip must be attached to the Bill.
- 8.5 The payment shall be made only by e-payment and the tenderer has to submit the e-payment details i.e., bank account details along with the tender.
- 8.6 Before releasing the final payment, after the work is completed the contractor is required to submit a no due certificate to DCI without prejudice to the claims raised by him before seeking the release of the final bill and the contractor shall not be entitled to invoke arbitration in respect of any claim that is not raised before the issue of a no claim or no dues certificate.

9. Additional work

In case of any additional work, notice period of at least 2 weeks can be provided for additional work.

10. Prices

Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid.

11. Change Orders

- 11.1 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.
- 11.2 If any such change causes an increase or decrease in the cost of or the time required for the Contractor 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 receipt of DCI change order.

12. Contract Amendments

Subject to GCC Clause 11, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

13. Assignment

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

14. Delays in the Contractor Performance

- 14.1 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.
- 14.2 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 notice, DCI shall evaluate the situation and may at its discretion extend the Contractor time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 14.3 Except as provided under GCC Clause 11, 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 15.3 without the application of liquidated damages.

15. Liquidated Damages

- 15.1 In the event of the Contractor's failure to submit the Bonds Guarantees and Documents, etc as specified in this contract, the Employer may, at his discretion, withhold any payment until the completion of the contract. The EMPLOYER may also deduct from the CONTRACTOR as agreed, liquidated damages to the sum of 1 % of the total billed value (per year) for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the total billed value per year.
- 15.2 Penalty at the rate of 1% of contract value per day or part thereof is applicable if the dredging work does not commence within 5 days from the date of receipt of LoA for any reason other than unfavorable weather condition and the penalty will be accounted from 6th day of date of issue of LoA and subjected to a maximum of 10% of value of contract apart from the L.D. clause is applicable in addition. The penalty will not be applicable if the work is completed within the scheduled contract period. The contractor shall note that time is the essence of the contract and shall execute the work without delay so that the sailing of DCI vessel is not hampered.
- 15.3 The decision of the Corporation in respect of Liquidated Damages shall be final and not to be subjected to the Arbitration. The Contractor shall not be liable under this clause if the delays are due to any act or omission on the part of the Employer or due to the occurrence of force Majeure The above mentioned payment of LD shall be treated as genuine pre-estimate of damages and shall be in full satisfaction of Contractor liability for the said delays.

16. Termination for Default

- 16.1 DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
- 16.2 If the Contractor fails to provide the service within five (05) days, or within any extension thereof granted by the DCI pursuant to GCC Clause 15. Or
- 16.3 If the Contractor fails to perform any other obligation(s) under the Contract.
- 16.4 If the Contractor, in the judgment of DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 16.5 In the event DCI terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, 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 DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

- 16.6 DCI may at any time terminate the contract by giving written notice of 07 (Seven) Days to the contractor without compensation due to:
- i) Default in performing the contract in accordance with the terms of the contract.
 - ii) Failure to provide circle pump dredger within the period of 72 hours in case of breakdown of the circle pump dredger.
 - iii) Stoppage of work by DCI due to instructions from New Mangalore Port Trust.

17. Force Majeure

- 17.1 Notwithstanding the provisions of GCC Clauses 15, 16, 17 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 17.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, etc.
- 17.3 If a Force Majeure situation arises, the Contractor shall promptly notify DCI in writing of such conditions and the cause thereof. Unless otherwise directed by 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.

18. Termination for Insolvency

DCI may at any time terminate the Contract by giving written notice of 07 days 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 DCI.

19. Termination for Convenience

DCI may by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for DCI 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 7 (Seven) days will be given. No kind of claims or compensation will be entertained from the contractor once the termination notice is issued the contractor.

20. Settlement of Disputes

- 20.1 In case of dispute between DCI and contractor for contract up to Rs.10 Crores, the issue will be referred to Chief General Manager (CGM) and it 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 Chief General Manager (CGM).

- 20.2 Any dispute or difference arises between DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by 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 pendent. The venue for the Arbitration shall be Visakhapatnam and the Courts at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.
- 21. Limitation of Liability:**
Except in cases of negligence or willful misconduct, the Contractor shall not be liable to DCI, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, 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 DCI.
- 22. Governing Language:**
The contract shall be written in English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English.
- 23. Applicable Law**
The Contract shall be interpreted in accordance with the laws of Republic of India.
- 24. Compliance with Statutory Requirements:**
The contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Indian Workmen 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 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 failure, negligence, omission, default or non-observance of any provisions of any laws, DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, 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 DCI is required or called upon to pay or reimburse on behalf of the contractor.
- 25. Taxes and Duties**
The contractor shall pay all taxes including, levies, duties, etc. which he may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract but excluding GST.

If any new taxes and/or increase in existing taxes and duties are imposed subsequently by Central/State Government which will be applicable to this contract. The same shall be payable by DCI to the Contractor.

26. Income Tax Deduction:

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

27. Employment of Relatives:

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

28. Undertaking certificate

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

29. Litigation certificate

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

30. Survey by Contractor:

Contractor can deploy their survey vessel and give survey charts to the vessel as required provide the raw/edited/sorted data to load on the contractor vessel. Joint pre and post dredging surveys will be carried out for volume computation or interim surveys for billing requirement by DCIL/NMPT.

31. Obligation of secrecy:

The contract involves an obligation of secrecy and the contractor, his agents, servants etc., shall observe and comply with the requirements of the Indian Official Secrets Act 1923, and the rules there under or any statutory modifications or reenactments thereof. Any breach of this clause shall constitute a breach of the contract. The contractor shall not disclose to anybody except DCIL / its client the details of drawings and sounding charts prepared by him. No photographs of the Port area shall be taken or permitted by the contractor to be taken by any of his employees.

SECTION -IV
SPECIAL CONDITIONS OF CONTRACT
(SCC)

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

1. SCOPE OF WORK:

- 1.1 Dredging Corporation of India Ltd., (DCI), having its Head Office at Visakhapatnam, Andhra Pradesh and having its Project Offices at different Ports. DCI is deploying its Trailer Suction Hopper Dredger for carrying out maintenance dredging at New Mangalore Port Trust, Mangalore for the year 2020-21.
- 1.2 As per the work requirement, the corporation desires to hire circle pump dredger of 250 CuM /Hr output capacity with required pipeline is to be deployed for dredging all type of soils including sand, silt, loose clay and hard/ stiff clay below the Deck Structure area of Pump House No. 1, 2 & 3.
- 1.1 In this connection, all the required statutory certificates must remain valid throughout the period of contract, including extension period, if any.
- 1.2 The Tenderer shall mobilize the Circle pump dredger, equipment in operational condition and crew of the circle pump dredger within 5 (Five) days from the date of receipt of the Work Order. The dredging to be carried out following the scope of work and as per the instructions of DCI Representative.
- 1.3 Before Mobilization of the Circle pump dredger and commencement of the dredging, the tenderer should submit his programme of work and the details of equipment proposed to be utilized for the dredging for the approval of DCI within 5 (Five) days from the date of receipt of work order.
- 1.4 Dredging at underneath deck structure of pump house no.1 & 2 is to be carried out from existing level to -6.0m CD with a permissible tolerance of 0.5m including slopes and to discharge the dredged material at the dock arm areas uniformly beyond a lead of 150m as directed by NMPT/DCI.
- 1.5 Dredging at underneath deck structure of pump house no.3 is to be carried out from existing level to -10.0m CD with a permissible tolerance of 0.5m including slopes and to discharge the dredged material at the dock arm areas uniformly beyond a lead of 150m as directed by NMPT/DCI.
- 1.6 No separate claims for mobilization/demobilization of equipments, idle time charges, manpower and other items are payable.
- 1.7 Total quantity to be dredged about 10,900 cum (in-situ) approximately each year. No claims beyond design depth including tolerance shall be payable. The pre surveys were carried out by DCI/NMPT and quantity shall be finalized w.r.t to respective design depths.
- 1.8 The crew/in-charge provided for overlooking dredging operations by circle pump dredger underneath deck structure of pump house no. 1, 2 & 3 should be qualified, experienced and competent.
- 1.9 The services shall be made available as instructed by NMPT/Project Manager or his representative and shall be available for 24 Hours in a day if required.
- 1.10 Monthly bill surveys of dredging area i.e. Pump house No.1, 2 and 3 and DCI other dredging areas shall be done by DCI, NMPT and if required third party appointed by NMPT. Survey chart of monthly bill and post dredging surveys duly signed by DCI, NMPT and third party appointed by NMPT shall form basis for payment.
- 1.11 Rate quoted shall be inclusive of all Port Dues if any, cost and hire of equipments, fuel, lube oil, labour, material, watch keeping, gate passes/Port entry & exit permission for men & material, mobilization and demobilization, idle time, repair cost, spare cost, plying permission of circle pump dredgers/ crafts deployed and all other taxes etc. Excl. GST complete during the contract period including extension period if any.

- 1.12 Contractor's request(s) for payment shall be made to Project Manager, DCI Mangalore, in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract. On completion of contract, the contractor should raise the final bill showing the total amount payable, amount paid so far and the balance amount to be paid.
 - 1.13 Taxes, if any, port dues, wharf age etc. for his equipment are to be borne by the contractor and he should see that valid documents are always available for verification and also the contractor should extend the validity of same in due date during the tenancy of contract.
 - 1.14 The Contractor should obtain necessary plying permissions for the circular pump dredgers/crafts/equipments, etc proposed to be deployed and gate passes for men & material, fuel & lubes from Port/Concerned authorities.
 - 1.15 No escalation/de-escalation charges due to increase/decrease in the price of Fuel, material, labour and other consumables etc. shall be admissible during the entire period of the contract. The rates quoted shall include all such exigencies and continue the same throughout the tenure of the Contract.
 - 1.16 The rates quoted vide schedule of the tender by the Tenderer is subject to conditions mentioned in general conditions, special conditions. Memorandum, Notice Inviting Tenders and other details enclosed in the tender documents.
 - 1.17 Throughout the contract period, the contractor shall ensure that the work is carried out without causing any obstruction to or interference with the normal traffic in the harbour.
 - 1.18 Care and precaution shall be taken to see that the dredged material discharged openly is dispersed and spread evenly to ensure non-piling up of material and the same does not flow back towards the jetty frontage and cause siltation.
 - 1.19 **Siltation:** Siltation if any occurred during course of dredging and till taking over the area, the contractor shall remove the siltation quantity with his own cost. No additional payment will be entertained/ allowed in this regard.
 - 1.20 The necessary Boat shall be provided by the Contractor to transport the men and material of Circle pump dredger from shore to Dredger and for shifting of the pipeline equipment at his own cost.
 - 1.21 The contractor should provide suitable Boat for inspection of the Dredging site by DCI and NMPT representative as and when required.
 - 1.22 The tenderer shall make their own arrangements for establishing office on shore with all amenities at his cost.
 - 1.23 All the required statutory certificates must remain valid throughout the entire period of contract, including extension period, if any.
 - 1.24 The tenderer shall arrange for inspection and trial run of the proposed Dredger along with relevant documents by the appointed committee of DCI at his cost as and when asked by DCI and all other related expenses shall be borne by the tenderer. The place where the Dredger is stationed is also to be indicated in the tender for inspection. The tenderers having only such technically qualified dredger shall be considered for opening of price bid.
2. **Extension and Curtailment of the contract:** The period of contract is for Three years i.e. 2020-21, 2021-22 & 2022-23. Each year required for 60 days from work commencement and extendable/curtailed as per requirement/performance and in the same manner required for total 3 years, i.e. 2020-21, 2021-22 & 2022-23.
3. **Mobilization& De-mobilization**
 - a) The work shall commence within 14 (Fourteen) days from the date of receipt of LoA and Vessel has to be mobilized within 14(Fourteen) days from the date of receipt of LoA.

- b) The De-mobilization of the dredger will be made after the completion of the entire work within 15 days from the date the dredger and equipments are De-mobilized from the site and the site cleared of all obstructions. Certificate will be given on completion of work and a letter for de-mobilization will be issued.
- c) In case of foreign flag dredger/crew mobilization, naval security clearance of crew would have to be undertaken in accordance with GOI rules.
- d) Mobilization period of 14 days is not included in contract period.
- e) As the subject work is maintenance in nature, so No-underwater obstruction certificate required/will be issued.

DCI shall not be liable for any delay in mobilization/de-mobilization of dredger/equipments, etc due to delay/non-receipt of permissions from port/customs, etc and claims/compensations would be entertained from the contractor.

4. Soundings and Charts:

- a) Survey will be carried out by DCI/NMPT before commencement of dredging and immediately on completion of dredging.
- b) On handing over the dredging area, soundings will be taken with Echo sounder.
- c) For the purpose of assessing the progress of dredging, soundings will be taken by Echo-sounder as deemed necessary at regular intervals by the contractor.
- d) Soundings will be taken by Echo-sounder at the end of every fortnight to assess the quantity dredged and bill surveys shall be carried out on completion of dredging at each Zone.
- e) Soundings will be taken by Echo sounder on completion of dredging at the site for calculating the quantity dredged for the final bill.
- f) However, DCI will not responsible for the siltation taking place in the dredging area during the period of Dredging at a place from where DCI TSHD Dredger cannot pickup. In the above case contractor has to make his own arrangements to clear the same at his own cost.

5. Water, Fuel and other consumables for Dredger.

- a) Water: The Contractor shall have to make his own arrangement for fresh water at his own cost. However, if available our client shall endeavor to supply water by shore connections. If supplied by our client the contractor has to pay for such supplies at the rates indicated by the client.
- b) Fuels, Oils and other consumables required for the dredger shall be arranged by the contractor at his cost.
- c) Electricity / power supply on payment of rates fixed by client,if available.

6. Berthing Facility for Maintenance.

The contractor shall have to arrange for the berthing facility for the dredger. The client may provide the contractor, the berthing facilities on payment of normal charges as levied by the NMPT in case of availability. No compensation shall be paid to the Contractor by DCI for the time utilized for envisaged routine maintenance and special repairs due to breakdown etc., of his dredger(s), other crafts, equipment of dredger and pipeline, etc.

7. Port Dues.

All Port dues including Pilot age, Tug, Berth hire charges etc. shall be to the account of the contractor.

8. Idle time charges.

Idle time charges not payable for any circumstances and contractor cannot claim for any compensation whatsoever.

9. Quoted rates.

The rate quoted in the tender shall be with due consideration to the method of measurement specified in the contract. All prices are to apply equally to the works to be executed in difficult or easy situations and no claim shall be made, entertained or considered as to the proportions of the work actually falling into these categories.

10. Loss or damage due to Crafts/ personnel.

The contractor shall be responsible for any damage to Crafts / Plants / Equipment of DCI or Clients and for any injury / accident to any of the personnel of DCI or its clients deployed directly for the work. The contractor shall keep DCI and its clients indemnified against all such damages and injuries / accidents and also the claims thereof.

11. Navigational channel to be kept free

Throughout the contract period, the contractor shall ensure that the work is carried out without causing any obstruction to or interference with the normal traffic in the area. The contractor craft and personnel shall at all times adhere to the established rules of DCI Clients and comply with any direction in respect of navigation in the Harbour that may be issued from time to time. The contractor shall also conform in every way in respect of marking and lighting any structure, craft or equipment, pipeline deployed in the execution of contract to maintain the channel for navigation during entire period of contract irrespective of the time/period during which the dredging operations have to be carried out. Data regarding shipping movement can be obtained from NMPT by contractor.

12. Working time.

The contractor is free to work throughout the day and night and even on holidays.

13. Return of labour

The Contractor shall deliver to the DCI a return in detail in such form and at such intervals as may be prescribed showing the staff on board the dredger and the Names with age of the other staff from time to time employed by the Contractor ashore. Throughout the contract it is preferred to deploy same crew and labour by contractor.

14. Extension of Time

Suitable extension of time for completion of work shall/additional work be granted if NMPT permits. The decision of NMPT/DCI in this regard shall be final.

15. Failure of the Contractor (Risk & Cost)

If the contractor abandons the contract or fails to commence the work without valid reasons or unable to maintain sufficient progress as per the agreed programme, or no replacement of vessel for break down vessel within reasonable time and project completion delayed or failure of the contractor to maintain sufficient draft in the channel, ship movement in the channel, is hampered, or the loss or damage suffered by DCI or its Clients , DCI may give 7 days notice to rectify the works. If the rectification of said work is not taken care of as per terms and conditions of contract to the satisfaction of DCI/client, the balance work shall be carried out at the risk and cost of the contractor. In this regard the total expenditure incurred will be deduct from the bills /balance amounts due to the contractor.

16. Fore-Closure of the contract

If at any time after award of the contract, DCI for any reason whatsoever does not require the whole or any part of the work to be carried out, DCI shall give 03 calendar days notice in writing (email/letter/any other written mode) to that effect to the contractor. The contractor shall not have any claim for compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of such work. The contractor shall be paid at contract rate for the works executed charges.

17. 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. However, the percentage of recovery will be as per PF rules vary from time to time. The inspection charges stated above will be as per GOI rules/prescribed rates as applicable from time to time.

18. Sunken Equipment:

- a) 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 be immediately 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 NMPT/ DCI may direct.
- b) 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.
- c) 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.
- d) In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, NMPT/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 NMPT/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 NMPT/DCI or may be deducted by the NMPT/ DCI from any money due or which may become due to the Contractor.

19. Safety, security and protects of equipment.

The Contractor shall throughout the contract period:-

- a) Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his contract) and the work (so far as the same is completed or occupied by the employer) in orderly state appropriate to the avoidance of danger to such persons.
- b) Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence to his method of operation.

20. Accident/collision.

The contractor shall report to the Port, details of any accidents/collision as soon as possible after its occurrence. Port does not to have direct or indirect liabilities or any other liabilities in such cases Also the contractor shall clear all court cases Police cases through their own resources. In case of any fatalities or serious accident/collision. The contractor shall in addition, notify the local police authorities immediately by the available means.

21. Health and sanitization.

The contractor shall comply with all statutory requirements in respect of the health and sanitation of his employees as per extant laws, rules and regulations.

22. Deduction of Over Dredging.

No payment shall be made for dredging beyond stipulated depth. The excess volume dredged will not count towards the overall contract volume and will not attract any payment by DCI.

23. Care of Works.

From the commencement to the completion of the work, the contractor shall take full responsibility for the care of the dredger, its staff and his other employees associated with the work thereof. In case any damage, loss or injury shall happen to the works or any part thereof or to any temporary work from any cause whatsoever the contractor shall at his own cost repair and make good the same so that the work shall be completed in good order and in conformity in every respect with the requirement of the contract.

- a) The contractor shall supply competent day and night watchmen empowered to refuse admission to any unauthorized persons to the site of the works and to ensure the safety of the workmen, property and works at all times throughout the period of the contract.
- b) The contractor shall afford all reasonable opportunities for carrying out their work to any other contractors employed and to the workmen of employer.
- c) All works including temporary works shall be carried out in such a manner as to ensure the safety of any nearby structures partially demobilized structures, plant or machinery and they shall be properly protected and if necessary barricaded off, shored and strutted etc., during the operations so as to avoid any unnecessary obstruction to the working of the Dockyard.
- d) The contractor shall be responsible for the acts of his workmen and for all damage resulting from the execution of the contract to any buoys or buoy moorings, piers, jetties, wharves, dock gates, walls, landing places, cables, embankments, bridges, railways, roads, fences, oil, water or gas mains, or to any Government or other property whatsoever, and he shall make good all such damage in perfect and workmen like manner at his own cost and to the satisfaction of the employer and or Naval Authorities, local or other bodies.

24. Breach of Contract:

In the event of any breach of contract on the part of the contract, the Corporation reserves the right to forfeit the entire performance security deposit including converted EMD amount. DCIL also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer. Further, 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 shall be decided by the competent authority.

25. Quantity to be dredged:

The quantity to be dredged as mentioned under scope of work is tentative only and can vary +/- 20%; however actual dredged quantity is calculated from pre, progressive & post-dredge surveys of NMPT/DCI. Payment will be made on the basis of actual Quantity (Insitu) dredged as measured during the survey by the representatives of DCI/NMPT, third party, if any.

SECTION - V
SAMPLE FORMS

Notes on the Sample Forms

1. The Bidder shall complete and submit with the **Bid Form** its technical bid (Cover-A).
2. The **Price Schedules** shall be submitted **only** along with the **Price Bid** (Cover-B).
3. The **Proforma for Bank Guarantee for Earnest Money Deposit** duly filled in should be submitted along with the Technical Bid.
4. The **Contract Agreement 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.
5. 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.
6. The **Certificate for Employment of relatives** duly filled in should be submitted along with Technical Bid (Cover A).
7. The **Certificate for Undertaking** duly filled in should be submitted along with Technical Bid (Cover A).
8. The **Certificate for Litigation** duly filled in should be submitted along with Technical Bid (Cover A).
9. The **Vendor Registration Form** consisting details of (PAN, GST, Bank Details etc.) of the bidder along with the supporting documents should be submitted with Technical Bid (Cover A).
10. Check list for Technical Bid.

1. Bid Form

Date: _____

To:

Project In-charge
Dredging Corporation of India Limited
Project Office: Mangalore
Locker Room Building, Inside Harbour,
New Mangalore Port Trust, Panambur, Mangalore.

Sub: Tender for "Dredging underneath deck structure area of pump house no. 1, 2 & 3 by deploying circle pump dredger and pipeline at New Mangalore Port Trust, Mangalore." - Reg

Ref: Tender No. DCI/PO Mngr/OPS/NMPT/Pump House/2020-21/ dated 20.11.2020.

Sir,

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 delivery **Dredging underneath deck structure area of pump house no. 1, 2 & 3 by deploying circle pump dredger and pipeline at New Mangalore Port Trust, Mangalore** in conformity with the said bidding documents for the sum or such other sums as may be ascertained in accordance with the Schedule of Prices submitted separately as a Price Bid and made part of this Bid we undertake.

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

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

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

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

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

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

Dated this _____ day of _____ 2020_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. PRICE BID

NAME OF WORK: Dredging underneath deck structure area of pump house no. 1, 2 & 3 by deploying circle pump dredger and pipeline at New Mangalore Port Trust, Mangalore.

Ref: Tender No. DCI/PO Mngr/OPS/NMPT/Pump House/2020-21/ dated 20.11.2020

Item No	Description	Quantity	Unit	Rate in (Rs.)	
				(In figure)	(in words)
1.	Dredging all type of soils including sand, silt, loose clay and hard/stiff clay below the Deck Structure area of Pump House No 1, 2 & 3 from the existing level to (-) 6.00m CD for pump house no. 1 & 2 and to (-) 10.00m CD for pump house no. 3 with a tolerance of + 0.5mts including slope and to discharge dredged material to the dock arm areas uniformly beyond a lead of 150m as directed by the Engineer-in- charge by deploying a Circle pump Dredger 250 Cum per hour output inclusive of cost of equipments, fuel, lube oil, labour, material, watch keeping, gate passes for men & material, plying permission of dredgers/crafts, mobilization and demobilization, idle time charges, repair cost, spare cost, all other taxes etc. Excl. GST, complete for successful completion of work. Each year 10,900 CuM approx.	32,700 Approx	Per cum		

Signature with stamp/seal of the tenderer

Annexure-III

3. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date :

To

M/s. Dredging Corporation of india Limited,
H.B Colony Main Road,
Seethammadhara
Visakhapatnam-530022

WHERE AS (hereinafter) called "the Tenderer" has submitted its tender datedfor the execution of (name of work).....(hereinafter called "the Tender") in favour of DREDGING CORPORATION OF INDIA LIMITED, H.B Colony Main Road, Seethammadhara,Visakhapatnam-530022

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. Fails to Commence the work as per the Letter of Intent or Word Order

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.....(Rupeesonly) and will remain in force up to 07 days from the date of opening of Second Cover / Finance Bid, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of2020

For

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

4. FORM OF CONTRACT AGREEMENT

This agreement made this _____ day of _____ BETWEEN the _____, a body corporate under _____ having its registered office at _____ (hereinafter called "the Employer", "which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the One Part AND _____

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

WHEREAS the "Employer" is desirous of _____

_____ and the Contractor has offered to _____

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - ❖ The Contract Agreement
 - ❖ The Letter of Acceptance/Work order
 - ❖ The Tender submitted by the Contractor
 - ❖ Instructions to Tenderer
 - ❖ Conditions of Contract
 - ❖ Specification for the Works
 - ❖ Price Bid
 - ❖ Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent(to be enumerated).
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

Signature

Signature

Name & Address:

Name&Address:

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

Bank Guarantee No.

Date

To

M/s. Dredging Corporation of India Limited
H.B Colony Main Road,
Seethammadhara
Visakhapatnam-530013

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar DistrictCenter, DELHI - 110 091, India (herein after called the "DCI") having agreed to exempt M/s having its Registered Office at(herein after called the said "Contractor" from the demand under the terms and conditions of an Agreement / Contract / Work Order datedmade 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 exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We,
(indicate the name of Bank)

do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor 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 thereunder and the Contractor shall have no claim against us for making such payment.

4. We further
(Indicate name of the Bank)

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

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

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

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

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

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

Dated theday of2020

6. PROFORMA FOR EMPLOYMENT OF RELATIVES

Date:

To

Project In-charge
Dredging Corporation of India Limited
Project Office: Mangalore
Locker Room Building, Inside Harbour,
New Mangalore Port Trust, Panambur, Mangalore.

Sir,

Sub: Tender for "Dredging underneath deck structure area of pump house no. 1, 2 & 3 by deploying circle pump dredger and pipeline at New Mangalore Port Trust, Mangalore"-reg.

- a) With reference to your Tender No DCI/PO Mngr/OPS/NMPT/Pump House/2020-21/dated: 20-11-2020 and as per GCC 27 of Instructions to Bidders 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.....

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

Thanking you,

Yours faithfully,

Signature with stamp/seal of the tenderer

7. PROFORMA FOR UNDERTAKING

Date:

To

Project In-charge
Dredging Corporation of India Limited
Project Office: Mangalore
Locker Room Building, Inside Harbour,
New Mangalore Port Trust, Panambur, Mangalore.

Sir,

Sub: Tender for "Dredging underneath deck structure area of pump house no. 1, 2 & 3 by deploying circle pump dredger and pipeline at New Mangalore Port Trust, Mangalore"-reg.

- a) With reference to your Tender No DCI/PO Mngr/OPS/NMPT/Pump House/2020-21/dated: 20-11-2020 and as per GCC 28 of Instructions to Bidders 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 Clause No. 28 of GCC, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Signature with stamp/seal of the tenderer

8. PROFORMA FOR LITIGATION

To

Project In-charge
Dredging Corporation of India Limited
Project Office: Mangalore
Locker Room Building, Inside Harbour,
New Mangalore Port Trust, Panambur, Mangalore.

Sir,

Sub: Tender for "Dredging underneath deck structure area of pump house no. 1, 2 & 3 by deploying circle pump dredger and pipeline at New Mangalore Port Trust, Mangalore"-reg.

- a) With reference to your Tender No DCI/PO Mngr/OPS/NMPT/Pump House/2020-21/ dated: 20-11-2020 and as per GCC 29 of Instructions to Bidders 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.....

*Strike out whichever is not applicable.

Thanking you,

Yours faithfully

Signature with stamp/ seal of the tenderer

9. VENDOR REGISTRATION FORM

1. Vendor Details

- a) Name of the Vendor :
- b) Address :
- c) Place of Registration :
- d) Principal place of business :
- e) Email ID :
- f) Contact No. :

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

- a) PAN No. :
- b) GSTIN :
- c) Type of Vendor : Registered / Unregistered / Composite Dealer
(Tick whichever is applicable)

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

- a) Bank Name, Branch & City :
- b) Bank Account Number :
- c) IFSC Code :

Signature with stamp/seal of the tenderer

10. Details of the Circle Pump / Special Suction Dredger Proposed by bidder.

<u>SI No</u>	<u>Description</u>	<u>Details</u>
1.	Name of the Equipment	
2.	Name of the owner	
3.	Registration details of the Equipment	
4.	Builder name	
5.	Year of built / Manufacture	
6.	Capacity of the pump (in HP)	
7.	Electical driven / Engine driven	
8.	Estimated Production (Cum/Per hr)	
9.	Place where the equipment is available	
10.	Length(mtrs) and Dia (mm) of pipeline available	
11.	Details of crew available	
12.	Details of Ancillary equipment available	

SECTION - VI

11. CHECK LIST FOR TECHNICAL BID

1. A Bid Form **except** the Price Schedule.
2. Downloaded Tender Document along with all corrigendum/ addendum duly signed and stamped on all the pages by tenderer.
3. A list of works tendered for and in hand/being executed as on the date of submission of tender.
4. Details of Equipment proposed as per Annexure-X.
5. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - ❖ Audited balance sheet for the last three years ending 31st March 2020;
 - ❖ Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:
 - ❖ Brief description of the work
 - ❖ List of equipments deployed
 - ❖ Contract amount
 - ❖ Time limit for completion
 - ❖ Whether the work has been completed within the stipulated time.
 - ❖ Whether any liquidated damages have been levied.
6. Proof of remittance of Cost of Tender by NEFT/RTGS along with DCI receipt confirmation.
7. Proof of remittance of Earnest Money Deposit by NEFT/RTGS/BG in the form of Annexure-III.
8. Copy of MSME exemption certificate. (If applicable)
9. Copy of PAN & GST certificate.
10. Registration with Provident Fund Authorities/exemption letter, if any, as the case may be.
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. Copies of original certificates of registration etc. of the circle pump dredger proposed to be offered to DCI including copy of the existing insurance policy covering the circle pump dredger, H&M, crew and third party.
14. Copies of original ownership of circle pump dredger and required pipeline of 250 Cum/Hr output capacity proposed to be offered to DCI Ltd., including copy of the existing insurance policy. If the tenderer is not the owner of the circle pump dredger or any other suction pump dredger, necessary documents in support of the authorization or lease granted by the owner of the circle pump dredger or any other suction pump dredger to the tenderer to offer and operate the same by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.
15. Annexure-VI, VII & VIII, IX. (Duly signed and stamped).