



Dredging Corporation of India Limited

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NIT Ref: DCI/OPS/PDP/SUPPLY OF LABOUR /2021

Date: 17.07.2021

e - tender

for

“Supply of Labourers towards Laying, Assembling, Maintenance, Dismantling of Shore and Floating pipelines, Survey, Diving, maintenance of Earthen Bunds, on board DCI dredgers /crafts and other project related works, on as and when required basis at Paradip”.

Project Manager
M/s. Dredging Corporation Of India Ltd.
Project Office Paradip



Dredging Corporation of India Limited

Ref: DCI/OPS/PDP/SUPPLY OF LABOUR /2021

Date: 17.07.2021

Name of the Work

“Supply of Labourers towards Laying, Assembling, Maintenance, Dismantling of Shore and Floating pipelines, Survey, Diving, maintenance of Earthen Bunds, on board DCI dredgers /crafts and other project related works, on as and when required basis at Paradip

Technical Bid

Volume-1

Project Manager
M/s. Dredging Corporation Of India Ltd.
Regional Office Paradip



Dredging Corporation of India Limited

Ref: DCI/OPS/PDP/SUPPLY OF LABOUR /2021

Date: 17.07.2021

NOTICE INVITING TENDERS

E-tenders are invited by the Project Manager on behalf of Dredging Corporation of India Ltd., Project office Paradip from competent and experienced contractors for the following.

(1)	NAME OF THE WORK	:	Supply of Labourers towards Laying, Assembling, Maintenance, Dismantling of Shore and Floating pipelines, Survey, Diving, maintenance of Earthen Bunds, on board DCI dredgers /crafts and other project related works, on as and when required basis at Paradip
(2)	PERIOD OF CONTRACT	:	Initially for Six Months and extendable for Six Months at the discretion of DCI
(3)	ESTIMATED COST	:	Rs. 37,50,000.00 Excluding GST
(4)	COST OF TENDER	:	Rs 1180/- (Rupees ONE thousand, ONE hundred and eighty only) to be remitted only through NEFT / RTGS and copy of electronic receipt/UTR to be enclosed with the tender. The details of DCI Current Account at Canara Bank is as follows:- DCI Current Account No:- 35833070000014 Branch Name:- DCI Ltd Port Area Branch, Visakhapatnam IFSC/RTGS No:- CNRB0013583 Account type: Current account GST No. 37AAACD9021B1ZB
(5)	EARNEST MONEY DEPOSIT	:	Rs. 37,500/- (Rupees Thirty Seven Thousand Five Hundred Only.) to be remitted through NEFT / RTGS and copy of electronic receipt /UTR to be enclosed with the tender or in the form of Bank Guarantee as per format provided in the tender. The details of DCI Current Account at Canara Bank is as follows:- DCI Current Account No:- 35833070000014 Branch Name:- DCI Ltd Port Area Branch Visakhapatnam , IFSC/RTGS No:- CNRB0013583 Account type: Current account GST No. 37AAACD9021B1ZB
(6)	DOWN LOADING OF E- TENDER	:	From 17.07.2021 from 10:00Hrs to 31.07.2021 15:00 Hrs
(7)	LAST DATE FOR SUBMISSION OF E- TENDER	:	Up to 15:00 Hrs on 31.07.2021
(8)	DATE OF OPENING OF TECHNICAL BID	:	At 15:30 Hrs on 02.08.2021.

Pre-Qualification Criteria:

1. Experience of having successfully completed similar works during last seven years ending May 2021, for which tenders are invited, should be any of the following.
 - i) Three similar completed works each costing not less than Rs. 14.97 lakhs.
Or
 - ii) Two similar completed works each costing not less than Rs. 18.71 lakhs.
Or
 - iii) One similar completed works each costing not less than Rs. 29.94 lakhs.



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2. Average Annual financial turn over (Profit & Loss & balance sheets required duly supported by ITR & GST returns) during last 3 years ending 31 March 2020 should be at least Rs.11.23 Lakhs.

Note: i) Work Order(s) along with Work Completion certificate(s) duly mentioning the value of work done to be submitted as a proof for similar works.

ii) Similar works means, "Having experience of Supply of laborers, for marine works, such as construction of jetties, break waters, pile foundation related to civil works, Construction of earthen bund/ rubble bund, roads, assembling of pipelines worked for in any Port or Public / Private sector organization on hire basis".

Interested eligible Tenderers may download the tender document from e-Procurement at <https://eprocure.gov.in>, <http://dredge-india.com>.

GENERAL GUIDANCE TO BIDDERS:- Instructions / Guidelines for tenders for electronic submission of the e-tender have been annexed for assigning the agencies to participate in e Tendering.

- i) Any agencies willing to take part in the process of e tendering will have to be enrolled & registered with the Government e-Procurement System; through logging on to <https://eprocure.gov.in> . The agency has to click on the link for e- Tendering site as given on the web portal.
- ii) Each Tenderer is required to obtain DSC (Enlisted Class-II / III) for submission of online e-tendering from any Certifying Authorities (CAs) certified by the Controller of Certifying Authorities (CCA) on payment of requisite amount , details are available at the Web Site www.cca.gov.in.
- iii) The Office of Controller of Certifying Authorities (CCA), issues Certificate only to Certifying Authorities. CA issue Digital Signature Certificate to end-user.
- iv) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/> app Manual bids shall not be accepted. Tenderer / Contractors are advised to follow the instructions provided in the 'Instructions to Bidders' for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in> before proceeding with the tender.
- v) If any of the intending bidders wishes to withdraw from participation in the bid, he / she can freely withdraw from the participation before scheduled date and time of closure of the bid submission.
- vi) DCIL reserves right to cancel the bid without assigning any reason thereof.
- vii) The tenderer should study the tender documents carefully; understand the General Conditions of contract (GCC) and Special conditions of the contract (SCC) before submission of his tender. The party may get himself acquainted with the nature and scope of work and the local & site conditions before quoting the tender.

NOTE: All corrigendum, addenda, amendments and clarifications to this Tender will be hosted in CPP Portal <https://eprocure.gov.in> and <http://dredge-india.com> only. Bidder shall keep himself or she updated with all such amendments.



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E-TENDERING INSTRUCTIONS TO BIDDERS-(ITB)

Online bids are invited by Dredging Corporation of India Ltd (DCI) in one bid system for the work Supply of Labourers towards Laying, Assembling, Maintenance, Dismantling of Shore and Floating pipelines, Survey, Diving, maintenance of Earthen Bunds, on board DCI dredgers /crafts and other project related works, on as and when required basis at Paradip.

Other Documents at Page no. 5 & 6 in (Stage-I) and Financial/ Price Bid (Stage-II) shall be uploaded within the prescribed date & time in NIT / Bidding Document using the valid Digital Signature certificate (DSC) obtained from the authorized agencies of NIC.

Financial Bid / Price Part has to be submitted through CPP Portal (online) only. However, the following required documents are to be submitted through CPP Portal (online). Bidder shall upload a copy of the below along with Price Bid.

Stage-I:

- I. Bid Form except the Price Schedule completed in accordance with ITB Clause 7.1
- II. Proof of experience in similar job (s) having executed such job(s) satisfactorily during last seven years.
- III. A list of works tendered for and in hand / being executed as on the date of submission of tender.
- IV. Documentary evidence established in accordance with ITB Clause 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31st March 2020.
- V. Copy of electronic receipt/UTR for Rs. 1180.00 remitted through NEFT/RTGS to DCI towards tender document cost.
- VI. Earnest Money Deposit of Rs.37,500.00 (Rupees Thirty Seven Thousand Five Hundred only) to be remitted through NEFT/RTGS and copy of electronic receipt / UTR to be enclosed. Earnest Money Deposit will not carry any interest. EMD of the unsuccessful bidders will be refunded without any interest.
- VII. Copy of PAN issued by Income Tax Authorities
- VIII. Copy of certificate for GST Registration Number
- IX. Copy of Registration with Provident Fund Authorities
- X. Copy of Labour License
- XI. Power of Attorney on stamp paper, in favor of the person authorized to sign the tender document.



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- XII. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
- XIII. The tenderer will have to give a certificate on his letter head that he is not related to any Officer of DCI or any Officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The tenderer should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd. (Annexure-I).
- XIV. The Tenderer shall give an undertaking on his letterhead that they have not made any payment or illegal gratification to any person/ authority connected with the bid process to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid. (Annexure-II).
- XV. The Tenderer shall disclose on his letterhead any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid. (Annexure-II)
- XVI. The Tenderer shall disclose on his letterhead any information regarding any current litigation in which the tenderer is involved (Annexure-III).
- XVII. Details of Bank Account for Electronic Transfer of payments (Annexure-IV)
- XVIII. Vendor Registration Form (Annexure-V).
- XIX. Downloaded e- tender document duly stamped and signed with dated on all the pages by tenderer.

A. Introduction

1. Eligible Bidders

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

2. Cost of Bidding

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



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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) Scope of Work
- c) General Conditions of Contract (GCC)
- d) Special Conditions of Contract (SCC)
- e) Sample Forms containing the following:
 - Bid Form -Form-1
 - Price Schedules Bill of Quantities BOQ- Form -2
 - Proforma For BG towards EMD - Form -3
 - Form of Contract Agreement- Form -4
 - Performa for BG toward Performance Security -Form -5
 - Qualification Requirements –Form -6
 - Performa regarding “Not related to any officer”- Annexure-I
 - Performa regarding “illegal Gratification” –Annexure-II
 - Performa regarding “Disclose of Payments” –Annexure-II
 - Performa regarding “Current Litigation” –Annexure-III
 - Performa for Bank Details-Annexure-IV
 - Performa for Vendor registration –Annexure-V

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

4. Amendment of Bidding Documents

- 4.1. At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- 4.2. The amendment will be hosted on websites <https://eprocure.gov.in> and <http://dredge-india.com> only. Prospective bidders are requested to see the web site regularly until submission of tender. No separate communication/ correspondence or amendment shall be published in the newspapers.
- 4.3 In order to afford prospective Bidders reasonable time in which to consider the amendment in preparing their bids, the DCI may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

5. Language of Bid

- 5.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DCI shall be in English only.
6. The Bids shall be in two bid System consisting of
 - ❖ Techno Commercial Bid and
 - ❖ Price Bid



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7. Bid Form

- 7.1 The Bidder shall complete the Bid Form along with the enclosures and upload the same towards "Techno-Commercial Bid"

8. Bid Prices

- 8.1 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 submit online.
- 8.2 The bidder shall quote his prices only in Price Schedule online. The bidder should not indicate the prices anywhere directly or indirectly in the "Techno Commercial Bid". Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid should not contain any conditions. Conditional tenders or tenders with any counter conditions are liable for summary rejections.

9. Bid Currencies

- 9.1 Prices shall be quoted in Indian Rupees only.

10. Documents Establishing Bidder's Eligibility and Qualifications

- 10.1 Pursuant to ITB Clause 6 the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 10.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the DCI's satisfaction that the Bidder has the financial, technical capability and competency, necessary to perform the contract as Per Qualification Requirements Form No.7.

11. Period of Validity of Bids

- 11.1 The Tenderer shall keep open the validity of the Bid for 90 days from the date fixed for opening of Techno-commercial bids 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 email/ Fax by DCI is made before the expiry of the initial validity period of 90 days stated above.
- 11.2 Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 11.3 In case DCI asks for extension in validity of bid, the earnest money deposit provided shall also be suitably extended.

12. Format and Signing of Bid

- 12.1 Special care should be taken to bid rates in prescribed format
- 12.2 The tenderer should sign on all pages of tender document with Date.

D. Clarification of Bids

13. Bidder cannot modify or withdraw its bid after submission.

14. Preliminary Examination

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



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15. Evaluation and Comparison of Bids
- 15.1 The Price Bids of only those tenderers who have been qualified in the Techno-Commercial Bid will be opened later. The date and time of opening of Price Bid will be intimated to the party soon after opening of Technical Commercial Bid. The opening of price bid shall be notified online to all the technically qualified bidders.
- 15.2 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.
16. Contacting the Dredging Corporation of India Ltd. (DCI)
- 16.1 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.
- 16.2 Any effort by a Bidder to influence the DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the summary rejection of the Bidder's bid.

E. Technical Evaluation

17. The Purchaser shall carry out the evaluation solely based on the uploaded certificates / Documents in the e-Procurement system.
- 17.1 The Competent Authority shall examine/ evaluate the Technical Bids to determine whether they (i) fulfill the Eligibility Criteria, (ii) submitted the requisite documents (iii) meet the Terms and Conditions specified, (iv) complied with all the Instructions contained therein, etc.
- 17.2 Prior to Financial Evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Bid Document. For the purpose of this Clause, a substantially responsive Bid is One, which conforms to all the terms, conditions and specifications of the Bid Documents without any deviation or reservation. The determination of Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 17.3 A Bid determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the Bid opening be made responsive by the Bidder by correction of the non-conformity.

18. Financial Evaluation and Comparison of Substantially Technically Responsive Bids

- 18.1 The Purchaser shall carry out the evaluation solely based on the uploaded Schedule of Rates (Price Bids) in the e-Procurement system.
- 18.2 The Competent Committee will recommend the Financial Bids of Technically Qualified Bidders for opening and consideration. The said Committee will evaluate the Bids to determine whether (i) they are complete; (ii) the requisite Bid Securities have been furnished; (iii) the Bids have been properly signed and stamped; (iv) the Bids are generally in order, etc.
- 18.3 The Purchaser shall shortlist those who are eligible and submitted substantially Technical Responsive Bids for opening of Financial Bid. The names of the Successful Bidders will be displayed on the CPP Portal. Such Successful Bidders may like to attend the Financial Bid Opening.
- 18.4 The date, time and venue of the Financial Bid Opening will be uploaded on CPP Portal. The Financial Bids of Unsuccessful Bidders would not be opened.
- 18.5 Bid which in relation to the cost estimates of the Empowered Committee is unrealistically priced and which cannot be substantiated satisfactorily by the Bidder may be rejected as non-responsive.



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F. Award of Contract

19.0 Award Criteria

- 19.1 The Contract shall be awarded with the approval of the Competent Authority to the Bidder whose Bid has been determined to be eligible and to be substantially responsive to the Bid Documents and who has offered the lowest evaluated Bid.

20.0 Right to Vary Period of Contract at Time of Award:

- 20.1 The period of this contract is for six months, before expiry of contract period, DCI may give written notice intimating the Contractor to extend the contract for further period of six months with the same rates, terms & conditions or less. For all such extensions given by DCI, Contractor has to execute the work at the same rates, terms & conditions of the existing contract.
- 20.2 In case of curtailment of the contract period at any stage, the Tenderer shall be informed of the same in advance by serving 3 days notice of termination. In either case, the Tenderer shall not have any additional claim whatsoever.
- 20.3 During the contract period and extended period, Contract shall be terminated by giving 3 days notice by the Project Manager Paradip, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/conditions of the contract, without prejudice to its rights and remedies.

21.0 Notification of Award

- 21.1 Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing by registered letter /e-mail, to be confirmed in writing by registered letter, that its bid has been accepted.
- 21.2 The notification of award will constitute the formation of the Contract.

22.0 Corrupt or Fraudulent Practices

- 22.1 The DCI requires that the Bidders / Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DCI, defines, for the purposes of this provision, the terms set forth below as follows:
- 22.2 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
- 22.3 fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition;
- 22.4 will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and 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.

- 23.0 Clarifications of tender document: A prospective bidder requiring any clarification on the tender document shall upload its queries to e-procurement portal prior to 1300 HRS OF 12.07.2021.



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- 24.0 General:
- 24.1 Bid Documents are not transferable.
- 24.2 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.
- 24.3 All Signatures in the document shall be dated.
- 24.4 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 24.5 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.
- 24.6 All correspondences must be made to the Project Manager Paradip.
- 24.7 In case of corrigendum/addendum regarding the subject tender work, DCI will publish the same only on DCI and its associated websites till ~~ONE days~~ before last date of submission. Tenderers are requested to see the website accordingly.

Stage– II: Financial Bid format is provided in a spread sheet file like BOQ & RATES, the rates offered should be entered on Rate basis (to be applicable on all items) on the "Quote Sheet" provided for this reason.

The Financial Bid / BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender. The bidder should complete entry of the price bid then click on the 'validate' button to perform preliminary check of entry. The excel sheet should be saved after completing the entry.

Tenderers should quote as "Rate basis" as per the Price Bid format in the allotted space only. Final Evaluation shall be made on total amount.

The bidder has to digitally sign and upload the required bid documents ONE by ONE as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time. The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.



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SCOPE OF WORK

Name of the work: Supply of Labourers towards Laying, Assembling, Maintenance, Dismantling of Shore and Floating pipelines, Survey, Diving, maintenance of Earthen Bunds, on board DCI dredgers /crafts and other project related works, on as and when required basis at Paradip

Description of Work:

We M/s. Dredging Corporation of India Limited Paradip have been awarded the work for Capital Dredging & Annual Maintenance Dredging Works, its approaches and other areas of Paradip Port Trust.

In this connection, DCI desires to engage laborers on as and when required basis through competent and experienced contractor for assisting DCI intended work. The period of contract is for six months and extendable for six months with the same rate, terms and conditions at the discretion of DCI.

The scope of work for attending the jobs by the laborers is as follows:

1. This tender is mainly for supplying of laborers to assist during Shifting, Loading, Unloading, assembling, dismantling of 800MM dia MS Shore & Floating pipeline and 450/500MM Dia HDPE shore & Floating pipeline works.
2. The work involves maintenance of the floating pipeline shore pipeline and extension of pipeline, watch keeping, in 3 shifts in a day (Round the clock) (Each shift is of 08 hrs), on all days including Sundays and holidays for carrying out uninterrupted dredging operations.
3. Further, to assist day to day miscellaneous works onboard DCI Dredgers, Salvage of pipeline equipment, if any, laying /removal of anchors & buoys, clearing of suction mouth, removing of debris onboard dredgers, shifting of oil drums, clearing works and other works as assigned by authorized representatives or Site-in charges.
4. During dredging assignment, any tools and stores items as required are to be collected from project Office-stores as per the instructions of Site-in charge and same to be kept at safe custody at Site. Same to be handed over to the next shift personnel. If any material/ tools are lost due to negligence of the Contractor personnel, the cost of material/tools shall be recovered from the contractor running/final bill.
5. The workman should be made available at place/site specified to him on time and adhere to the instructions of site-in charge from time to time during his duty hours. The operation will be repeated for each cycle of operation.
6. The work involves assisting for carrying out Surveys, Diving operations, watch keeping, office and other miscellaneous works as required from time to time. In Case of extra requirement, the number of Labourers shall be intimated to the contractor well in advance based on the actual requirement of Master/CEO of the Dredger/Vessel or site in charge.
7. The Labourers are required to work on 8 hrs shift or in general shift as per direction of Master/CEO/Officer in Charge or site in charge. For emergency works the contractor should be able to provide workers on 24hrs advance notice. The actual number of requirement would be intimated from time to time and the contractor shall supply required workers without any lapse.



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8. The contractor shall supply workmen preferably who has past experience in working on board Dredgers/Vessels. The Workmen shall report to the Officer-in Charge at correct time and on completion of work shall disembark/get down from dredger/vessel without any disturbance to the Dredging operations and staff.
9. The payment shall be made as per the rate quoted in the schedule and request for revision in rates in later date is not allowed. Hence the Contractor is advised to inspect the site and study the nature of work,
10. Bills will be settled based on the Certification of attendance from Master/CEO/Officer-in Charge/ of the Dredger/Vessel or Site/Pipeline In –Charge, which should be attached along with bills for settlement.
11. The workers attending works, should know swimming and the contractor is responsible for any injury or loss of life. DCIL will not pay any compensation in this regard.

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GENERAL CONDITIONS OF CONTRACT- (GCC)

1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- 1.1.1. "Corporation" means the Dredging Corporation of India Limited (DCI).
- 1.1.2. "Chairman" means the Chairman of DCI.
- 1.1.3. ["Managing Director (MD)"] means the [Managing Director of DCI].
- 1.1.4. "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. Tender notice, complete tender document, LOI,LOA/ work order, agreement, correspondence exchanged before the issue of letter of acceptance/work order by which the Conditions of Contract are amended, varied or modified in any way by mutual consent -will form part of the Contract.
- 1.1.5. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.1.6. "The Contractor" means the individual or firm or company supplying the Services under this Contract.
- 1.1.7. "The Services" means all of the services, which the Contractor is required to supply to the DCI under the Contract.
- 1.1.8. "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".
- 1.1.9. "Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.1.10. "Engineer" means the DCI's official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.
- 1.1.11. "Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- 1.1.12. "Contractor" means the person or persons, firm or company who's tender / offer has been accepted by the DCI and includes the Contractor's Representatives, heirs, successors and assigns, if any permitted by the DCI.
- 1.1.13. "Excepted Risks" are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the DCI of any portion of the works in respect of which a certificate of completion has been issued
- 1.1.14. "GCC" mean the General Conditions of Contract contained in this section.
- 1.1.15. "SCC" means the Special Conditions of Contract.
- 1.1.16. "Day" means calendar day.
- 1.1.17. "Month" means the English calendar month.
- 1.1.18. "Singular/Plural" Word importing the singular only, also includes the plural and vice-versa where the context so requires.
- 1.1.19. "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.

2. Application

- 2.1 These General Conditions shall apply to the extent that provisions in this and other parts of the Contract do not supersede them.



3. Standards

3.1 The services provided under this contract shall confirm to the Standards mentioned in conditions of contract.

4. The Contract & General Obligations of Contractor:

4.1 Applicability of Laws on the Contract:

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

- 4.1.1 The Indian Contract Act, 1872
- 4.1.2 The Major Port Trust Act, 1963
- 4.1.3 The Employees' Compensation Act, 1923
- 4.1.4 The Minimum Wages Act, 1948
- 4.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.
- 4.1.6 The Dock Workers' Act, 1948
- 4.1.7 The Indian Arbitration and Conciliation Act (1996)

4.2 Contractor to Execute Contract Agreement:

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

4.3 Interpretation of Contract Document – Engineers' Power

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

4.4 Contractor Cannot Sub-let the Work

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

4.5 Contractors' Price is Inclusive of All Costs.

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying Labour services including wages of labour, PF, OT , Port Passes, Insurance, and statutory items related to Labour laws and rules,. For the purpose of payment towards GST, the registration number of GST of the contractor shall be printed on the bill voucher GST return should have been filed



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- 4.6 Contractor is Responsible for safety of all men:
The Contractor shall be solely responsible for adequate safety of all men. No compensation towards loss of life or injury/accident/disability or any extra charges will be paid by DCIL.
- 4.7 Contractor to Supervise the Works
The contractor shall provide necessary and adequate supervision 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 shall be binding upon the Contractor subject to limitation specified in the Contract.
- 4.8 Contractor to deploy qualified personnel
The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons who is capable of and has experience in executing the work. Engineer shall be at liberty to direct the contractor to stop deployment of any of his staff, workmen or officials at site.

Contractor shall within 24 hours comply with such instruction without any demur, whenever the Engineer 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 while executing the Work
The Contractor shall at his own cost protect, support and take all precautions with regard to the personnel and keep indemnified the DCI against claim for injury, loss or damage caused by the Contractor including the Contractor's workmen. Cost of insurance Cover, if any, taken by the Contractor shall not be reimbursed by the DCI, unless otherwise stipulated in the Contract.
- 4.10 Fossils, Treasures troves etc are DCI's property
The contractor shall immediately inform the Engineers representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archeological importance be discovered at site which shall remain the property of the DCI and protect them from being damaged by his workmen and arrange for disposal of them at the DCI's expense as per the instruction of the Engineers representative.
- 4.11 Mobilization period
The contractor shall mobilize the labourers within 03 (Three) days from date of placing of work order. For any delay in mobilization, Liquidated Damages as per Cl.11 of GCC is applicable.

In case of requirement of additional labourers if any, the contractor shall arrange the additional labourers with the same tender specifications at agreed rates, terms and conditions of existing contract within 24Hrs notice.
- 4.12 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.



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- 4.13 Work to Cause Minimum Possible Hindrance to Traffic Movement
The work has to be carried out by the Contractor causing the minimum hindrance for any maritime/Road traffic.
- 4.14 DCI's Lien on Contractor's Plant & Equipment
All constructional plants, temporary works and materials when brought to the site by the Contractor, shall be deemed to be the property of the DCI who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.
5. Use of Contract Document and Information:
- 5.1 The Contractor shall not, without the DCI's prior written consent, disclose Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the DCI in connection therewith to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The contractor shall not, without the DCI's prior written consent, make use of any document or information enumerated in clause 5.1 except for purposes of performing the Contract.
- 5.3 If the Contractor violates the secrecy requirement of sub clauses 5.1 and 5.2 indicated above, the DCI has an option to cancel the contract.
- 5.4 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of the DCI and shall be returned (in all copies) to the DCI on completion of the Contractor's performance under the Contract if so required by the DCI.
6. Performance Security
- 6.1 Within Ten (10) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security to the DCI at 3% of the value of contract for a period of six months towards supply of labours.
- 6.2 Alternatively at the contractors option, Out of 3%, a sum equal to 1.5 % of the value of contract for a period of six months shall be deposited after adjustment of EMD amount (EMD can be converted as part of the performance Security Deposit) by the contractor as Performance Security Deposit within 10 days from the receipt of notification of award of the Contract.
- 6.3 The balance 1.5% of the value of contract for a period of six months towards supply of labours, shall be deducted from the monthly running bills.
- 6.4 In case the contract is further extended, Performance Security Deposit to be submitted for the extended period as per above Sl. No. 6.1 & 6.2. of Performance Security.
- 6.5 If contractor wish to Submit BG, it shall be valid 45 days beyond completion of entire contract period.
- 6.6 The performance Security will be discharged by the DCI and returned to the contractor after releasing of full and final bill One month after submission of No Due & No Claim certificate by the party. The performance security deposit will not carry any interest.



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7. Insurance is contractor's responsibility
 - 7.1 The contractor's workmen ,equipment and other things brought on to the site by the contractor should be insured.
 - 7.2 Against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance).
 - 7.3 Against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen)
 - 7.4 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected
 - 7.5 The contractor shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times.
 - 7.6 In the event that the contractor fails to comply with the above conditions and /or any other conditions stipulated in the insurance policies affected pursuant to the contract, the contractor shall be deemed to have indemnified the DCI against all losses and claims arising from such failure.
 - 7.7 The Contractor shall take "Insurance" cover for the Third Party insurance covering 5 DCI members. To that effect, copies of Insurance Policies are to be submitted to Project Manager, DCIL, and Paradip Port Trust before release of the first monthly bill.
8. Payment
 - 8.1 The Contractor's request(s) for monthly bill(s) shall be submitted to the Project Manager, DCIL Paradip in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
 - 8.2 The Bill for Services rendered will be scrutinized and forward by Project Manager, Paradip to DCIL Head office for releasing the payment through NEFT/RTGS as per practice in vogue. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
 - 8.3 The work done certificate/ logbook shall be certified by DCI Representative or the person nominated by Project Manager/Master of vessels at Paradip. The payment will be made only for services provided and certified in the work done certificate /log book as per final agreed Rates.
 - 8.4 Payment will be released within 45 (Forty Five) days of submission of an invoice / claim by the contractor after deduction of statutory recoveries like TDS & GST etc. DCI shall not be liable to pay any interest on any bill payment for any reason what so over.
 - 8.5 Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill/invoice.
 - 8.6 In case the performance of the contractor is not up to the mark, Project Manager Paradip is having full authority to restrict and or recover the payment proportionately / pro-rata basis. In this matter, the decision of the Project Manager Paradip shall be final and binding on the contractor.
9. Change Orders
 - 9.1 The DCI may at any time by a written order given to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor.



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- 9.2 If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended.
- 9.3 Any claims by the Contractor for adjustment under this clause must be asserted within thirty (45) days from the date of the Contractor's receipt of the DCI's change order.
10. Delays in the Contractor's Performance and penalty:
- 10.1 The Contractor shall supply the labour/make the performance of Services in accordance with the time schedule.
- 10.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) encounters conditions impeding timely performance of Services, the Contractor shall promptly notify the DCI in writing of the fact of the delay, its likely duration and its cause(s).
As soon as practicable after receipt of the Contractor's notice, the DCI shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 10.3 Not with standing above, if any labour does not attend his duty on a particular shift/day, Rs.100/- per Labour per shift will be deducted. In case of failure in providing Labour services, DCIL shall engage Laboures from other party at risk and cost of the Contractor .
- 10.4 Except as provided under GCC Clause 13, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of Liquidated Damages, unless an extension of time is agreed upon pursuant to GCC Clause 10.2 without the application of liquidated damages.
11. Liquidated Damages
- 11.1 If party fails to mobilize the Labourers within 3 (Three) Days from the date of issue of work order, DCI shall without prejudice to other remedies under the contract, deduct from the contract price, a sum equal to 1% of contract value per week or prorata subject to maximum of 10%. & termination of contract.
- 11.2 In case of failure or delay to provide Laboures / additional Labourers service as per requirement of DCI or failure to provide replacement of Labourers, a sum equivalent to 1% per week or prorata of contract value subject to maximum of 10% of contract value will be recovered. Once 10% of contract value is attained, the contract will be terminated by forfeiting the EMD and performance security subject to CI.12.
12. Termination for Default
- 12.1 The DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
- 12.1.1 if the Contractor fails to supply the labour /provide the service during the contract or within any extension thereof granted by the DCI pursuant to GCC Clause 10; or
- 12.1.2 If the Contractor fails to perform any other obligation(s) under the Contract.
- 12.1.3 If the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent practice" means a



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

- 12.1.4 In the event the DCI terminates the Contract in whole or in part, pursuant to GCC Clause 12.1, the DCI may procure, upon such terms and in such manner, as it deems appropriate, labour/Services similar to those undelivered, and the Contractor shall be liable to the DCI for any excess costs for procurement of such labour /similar Services.

However, the contractor shall continue performance of the contract to the extent not terminated.

13. Force Majeure:

- 13.1 Notwithstanding the provisions of GCC Clauses 10, 11, 12 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 13.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes.

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

14. Termination for Insolvency

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

15. Termination for Convenience

- 15.1 The DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. EMD and Performance security will be released subject to penalty/ LD if any.

16. SETTLEMENT OF DISPUTES/ARBITRATION CLAUSE:

In case of dispute between DCI and the contractor for contract up to Rs.10 Crores, the issue will be referred to Chief General Manager (CGM), Dredging Corporation of India Limited and the decision of CGM, shall be final, conclusive and binding on all the parties and the contract upon all question 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 and instructions concerning the works or the execution or failure to execute the same arising during the course of work.



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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 CGM.

Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a sole Arbitrator, as per the provisions of the Arbitration and Conciliation Act 1996 and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act 1996.

The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or reenactment thereof. The venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

17. Limitation of Liability:

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

18. Governing Language:

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

19. Applicable Law

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

20. Taxes and Duties

20.1 The contractor shall pay all statutory taxes, port dues/charges, licenses etc., and the rate quoted by the Contractor in the BOQ is deemed to have included for all the expenses such as, extra GST, levies, duties, etc. which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract.

21. Income Tax Deduction & GST

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

22. Signing tender Document: The tenderer shall sign & Stamp on all pages of the tender documents before submitting his tender.

23. In the case of illiterate contractors, a witness should attest the rates tendered

24. Exemption of EMD: : As per recent guide line by Government of India, all bidders registered as MSMEs will be exempted from EMD. Hence, to avail the facilities the Bidder has to submit valid registration certificate & MSME.



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25. Rates quoted by the tenderer in Item-Rate in figures and words shall be carefully filled in, so that there is no discrepancy in the rates written in figures and words. However, if any discrepancy is found, the rates written in words shall be taken as correct.
26. The tenderer shall upload along with the tender, the work order(s), and work completion certificate indicating the value of work done duly signed and stamped by clients. This document will be considered towards documentary evidence towards previous work experience.
27. Payment of all royalties, rent toll charges, local taxes, other payments or compensation if any for getting all men, material and equipment required for the work shall be borne by the Contractor.
28. The work has to be carried out by the Contractor causing the minimum hindrance for any maritime/road traffic.
29. If the contractor violates the secrecy requirement, the DCI has an option to cancel the contract at any stage.
30. No Engineer of Gazetted Rank or other Gazetted Officer/ employee in Engineering or Administration duties in an Engineering Dept. of the Govt. of India, is allowed to work as contractor for a period of 2 years of his retirement from Government service, without the previous permission of the Govt. of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the Govt. of India as aforesaid before submission of the tender or engagements in the contractor's service as the case may be.
31. The tenderer will have to give a certificate on his letter head that he is not related to any officer of the Dredging Corporation of India Ltd., or any officer of the rank of Asst. Secy. or above in the Ministry of Shipping, Govt. of India. The tenderer should give declaration along with his tender about the names of the relatives, who are employed in Dredging Corporation of India. Annexure - I
32. The tenderer shall have to give a certificate on his letter head 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 Prevention of Corruption Act in connection the bid. Annexure-II
33. The tenderer shall have to give a certificate on his letterhead that the contractor shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid. Annexure-II
34. The tenderer shall provide on his letterhead information regarding any current litigation in which the tenderer is involved. Annexure- III
35. The contractor shall have to furnish Bank Account details for payment through E-transfer as follows. Annexure-IV
36. The tenderer shall quote his rates online in BOQ.



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37. On awarding the work to the L-1 party, he should maintain all Labour records /Registers/forms as applicable as per Labour Act. The same to be submit to DCI PIC for verification on request.
38. Bids, which are inconsistent with the nature of work in the opinion of DCI, will be rejected. The tender containing uncalled for remarks or any additional conditions are liable for summary rejection.
39. Tender notice, complete tender document, LOI, LOA/ work order, agreement, correspondence exchanged before the issue of letter of acceptance/work order by which the Conditions of Contract are amended, varied or modified in any way by mutual consent will form part of the Contract.
40. The rates tendered by contractor shall remain firm throughout the contract period and extended period if any. No additional charges will be paid extra.
41. On post check of any bill, if any sum is found to 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 by demand.
42. The tenderer shall submit the original Registers, Wages /OT Registers, Insurance, PF copy on demand for onward submission to Labour officer on demand.
43. Notices
 - 43.1 Any notice given by One party to the other pursuant to the Contract shall be sent in e-mail and confirmed in writing.
 - 43.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
 - 43.3 Canvassing in connection with the Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable for outright rejection.
 - 43.4 The tenderer required to quote item as given in the schedule format.



Special Conditions of Contract-SCC

1. The tenderer may inspect the site, acquaint themselves with the scope of work, local conditions regarding work force requirement for the work, and satisfy completely before submitting their tender for this work.
2. The engaged labourers are required to work on sand / slushy area / Water front/ working boat(s), construction works, pipeline works etc.. as per the operational requirement at the direction of site in-charge / DCI representative.
3. The length of the shore pipeline varies as per the requirement. The work has to be carried out in such a way that the dredger will not be stopped for want of pipeline works at any stage.
4. The workers have to attend to the works as directed / informed by the site-in-charge and shall be engaged in 3 shifts, i.e. 1st Shift, 2nd Shift and 3rd Shift. The workers may also be required to be engaged in General Shift as per work requirement of DCI. Each shift consisting of 8 hours. Labourers have to attend on all working days including holidays and Sundays.
5. When the Dredger is under breakdown and demobilized from site, the maintenance gang in shift need not be provided and no payment will be made. However, necessary instructions will be issued by the site-in-charge one-day in advance. Depending upon the requirement at site, the number of work force engaged for maintenance of pipeline (FPL & SPL) may be reduced or increased as per instructions of site-in-charge by giving one-day notice to the Tenderer.
6. Labourers to attend works and complete in the shortest time. and the Tenderer should engage workmen (workmen engaged for floating pipeline should know swimming). After extension of discharge end, required support to be provided by using sand filled gunny bags or casuarinas bullies. The gunny bags / casuarinas bullies required if any will be supplied by DCI.
7. Any workmen if not found suitable or engage himself in un-desirable activities at site, shall be removed by the Tenderer from the work site within 4 hours from the time of issue of such instructions by Project In-charge/ site-in-charge. The Tenderer shall ensure that the work is executed in a good workmanship like manner and proper care shall be taken in handling pipes and other materials supplied by the Corporation/ Port for incorporation in the works.
8. Any damage or loss to the Corporation/ Port material caused by the Tenderer or his workmen shall be made good immediately at his cost, failing which, the same shall be recovered from the payment due to him. The Tenderer shall not dispute the cost of such damage/ losses assessed by the Corporation.
9. The rate quoted by the Tenderer shall include all taxes excluding GST, if any payable for this work, for working on Sundays and holidays and the Corporation shall not accept any liability on this account. The quoted rates should be valid throughout the contract period including the extended period.



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10. The Tenderer should pay the minimum wages, bonus, medical expenses, over time, holiday wages, if any, to the labourers engaged for this work and comply with the provisions of Minimum Wages Act. The rates quoted are deemed to have included all the above provisions and no extra claim or whatsoever will be admitted.

The Tenderer shall ensure that regular and timely remittances are made by them during the contract period towards PF contribution to the appropriate authorities pertaining to all his workmen and produce the receipt obtained from PF authority to this effect to confirm the remittance.

11. The Tenderer shall obtain Labour License from concerned Authority/ Asst. Labour Commissioner of the area and comply with all rules and regulations as per Contract Labour (Regulation & Abolition) Act, 1970 as modified from time to time and indemnify the corporation against any action by the authorities for default of complying with above Laws/Acts. All disputes with labour should be solved by the Tenderer at his cost and should ensure that Project work does not suffer/ hamper.
12. The period of this contract is for six months and extendable at the discretion of the Corporation at the same rates, terms and conditions. In case of extension, Security Deposit in the preceding Contract period shall be retained for another six months. In case of curtailment of the contract period, the Tenderer shall be informed of the same in advance by serving 3 days notice of termination. In either case, the Tenderer shall not have any additional claim whatsoever. Contract shall be terminated by giving 3 (Three) days notice by the Project Office, Paradip if the services of the Tenderer are found to be inadequate or unsatisfactory or in violation of the terms/conditions of the contract, without prejudice to its rights and remedies.
13. In the event of early completion / temporary suspension/ closure of the project work due to breakdown of dredgers & various constrains, the contract shall be suspended temporarily by giving 3 days' notice to the Tenderer and 3 days notice for commencement of the work.
14. In the case of any unforeseen reason that work has to be stopped/ suspended temporarily, 24 hrs advance notice shall be given to the Tenderer for stoppage of the labourers carrying out the work
15. Pipe, bends, rubber gaskets, bolts, nuts, washers, etc., required for connecting shore pipeline/ the Corporation would supply other works assigned. They shall be drawn from stores /stockyard on the authorization of site in-charge and the Tenderer should take the same to the site at his/ their cost and un-used material/ worn out materials shall be returned to the stores. However, the Tenderer shall arrange tools required for the work.
16. The tenderer shall bear all statutory levies as applicable at Paradip port areas including port entry pass, port dues etc.
17. The Tenderer shall obtain 'Daily work done' certificate from the shift-in-charge for the labourers supplied each shift.
18. Project Manager or his authorized representative will scrutinize the Monthly Bill for labour supplied/Services rendered and forward the same to DCIL Head office for releasing the payment through NEFT/RTGS as per practice in vogue. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor. The work done certificate shall be certified by DCI Representative or the person nominated by Project Manager Paradip.



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19. The payment will be made only for services provided as per quoted Rate of each labour. Payment will be released within (45) Forty five days of submission of an invoice/claim by the supplier complete in all respects.
20. Penalty for non-supply of laborers: In the event of non- Supply of required labourers on shift or as per site-in- charge instruction, a sum of Rs.100/- per Labourer per Shift will be imposed as penalty on the contractor.
21. The tenderer shall comply with all the GST requirement/compliance.
22. 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.



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SAMPLE FORMS

Notes on the Sample Forms

The Bidder shall complete and submit Techno-commercial bid with its price bid online.

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

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

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

The Performance Security Only the successful Bidder will be required to provide performance security in accordance with ONE of the forms indicated herein or in another form acceptable to the DCI.

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



Dredging Corporation of India Limited

Form No: 1

Bid Form

Date: _____

To:
The Project Manager,
M/s Dredging Corporation of India Ltd.,
Room No.5&6, 1st Floor,
Old Trade Centre, Hanuman mandir Area,
Paradip -754142
Odisha (India)

Gentlemen:

Having examined the bidding documents including addendum No's [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to "Supply of Labourers towards Laying, Assembling, Maintenance, Dismantling of Shore and Floating pipelines, Survey, Diving, maintenance of Earthen Bunds, on board DCI dredgers /crafts and other project related works, on as and when required basis at Paradip 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 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 conditions of contract.

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

We agree to abide by this Bid for the Bid Validity Period specified in the document and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this _____ day of _____ 2021_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



Form No.2

PRICE SCHEDULE

PREAMBLE TO PRICE BID

The items given in the Bill of Quantities are for "Supply of Labourers towards Laying, Assembling, Maintenance, Dismantling of Shore and Floating pipelines, Survey, Diving, maintenance of Earthen Bunds, on board DCI dredgers /crafts and other project related works, on as and when required basis at Paradip.

1. The evaluation of L-1 will be considered on overall lowest quoted in BOQ.
2. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
3. No Mob, De-Mob, advances, or any other charges, other than those specified in the tender conditions shall be payable.
4. The area of operations / inside Port Area/Onboard DCI vessels/ Crafts/ Reclamation area shall be as per the demarcation in vogue with the concerned Port / other authorities.



BILL OF QUANTITIES-"BOQ"

PRICE BID

Name of the work: Supply of Labourers for Laying, Assembling, Maintenance, Dismantling of Shore and Floating pipelines, Survey, Diving, maintenance of Earthen Bunds, on board DCI dredgers /crafts and other project related works, on as and when required basis at Paradip-Reg.

SI No	Description of work	Unit	Qty.
1.	<p>Charges for "Supply of Labourers for Laying, Assembling, Maintenance, Dismantling of Shore and Floating pipelines, Survey, Diving, maintenance of Earthen Bunds, on board DCI dredgers /crafts and other project related works as per site-in-charge instructions.</p> <p>The area of operations will be inside Port Area / Onboard DCI vessels / Crafts/ Reclamation area or as per requirement of DCI.</p> <p>The rate is inclusive of all, Port Passes & Permissions Transportation, Labour wages, OT, PF and Insurance, but excluding GST.</p>	Per Man shift of 8 Hrs	6474. Nos. of Man Shifts

Note: Quantity mentioned above is only indicative subject to change as per actual site requirement on as and when required basis. The payment will be regulated accordingly.

Signature of the Contractor with seal



Dredging Corporation of India Limited

Form No. 3

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(to be executed on non-judicial stamp paper worth Rs.100/-)

Bank Guarantee

No.

Date:

To

Dredging Corporation of India Limited

.....
.....

WHERE AS (hereinafter) called "the Tenderer" has submitted its tender datedfor the execution of (name of work).....(hereinafter called "the Tender") in favor of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, H.B Colony Main Road, Seethammadhara, Visakhapatnam - 530 022 hereinafter called the "CORPORATION".

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

(Hereinafter called "the Bank" is 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 this Tender by the Corporation during the period of Tender Validity,
2. fails or refuses to execute the Agreement, if required or
3. fails or refuses to Commence the work as per the Letter of Intent or Work Order

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.....(Rupeesonly) and will remain in force up to 90 days from the date of opening of 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 of2021

For

.....

(Indicate Name of the Bank)



Dredging Corporation of India Limited

Form No.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

Signature :
Name :
Designation :
Seal :

In the presence of
Witness

a) Signature
Name & Address:

DCIL

Signature:
Name :
Designation
Seal :

Signature
Name & Address:



Dredging Corporation of India Limited

Form No. 5.
FORM OF BANK GUARANTEE BOND
(IN LIEU OF PERFORMANCE SECURITY DEPOSIT)

Bank Guarantee No.
Date

To
Dredging Corporation of India Limited
.....
.....

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the "DCI") having agreed to exempt M/s..... having its Registered Office at(herein after called the said "Contractor" from the demand under the terms and conditions of an Agreement / Contract / Work Order 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(indicate the name of the Bank) hereinafter referred 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 from the DCI without reference to the Contractor and the demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding(say) only).

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

4. We Further
(Indicate name of the Bank)
agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall



Dredging Corporation of India Limited

continue to be enforceable till all the dues payable to DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on or before, we shall be discharged from all liability under this guarantee thereafter.

5. We, 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 of2021.



Form No.6
Qualification Requirements

A) Financial Qualification:

The bidder should furnish

- i) Audited balance sheet for the last three years as required under Clause 2 of IFB.

B) Technical Qualification:

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

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



Dredging Corporation of India Limited

Annexure-I

PROFORMA

Date: 17.07.2021

To
The Project Manager,
M/s Dredging Corporation of India Ltd.,
Room No.5&6, 1st Floor,
Old Trade Centre, Hanuman mandir Area,
Paradip -754142
Odisha (India)

Sir,

Sub: Tender for "Supply of Labourers towards Laying, Assembling, Maintenance, Dismantling of Shore and Floating pipelines, Survey, Diving, maintenance of Earthen Bunds, on board DCI dredgers /crafts and other project related works, on as and when required basis at Paradip.- Reg.

A. With reference to your Tender No. : DCI/OPS/PDP/SUPPLY OF LABOUR /2021 Date: 17.07.2021 and as per Cl. No.31 of GCC , we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'or'

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

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

Thanking you,

Yours faithfully,

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



Dredging Corporation of India Limited

Annexure-II

PROFORMA

Date: 17.07.2021

To
The Project Manager,
M/s Dredging Corporation of India Ltd.,
Room No.5&6, 1st Floor,
Old Trade Centre, Hanuman mandir Area,
Paradip -754142
Odisha (India)

Sir,

Sub: Tender for "Supply of Labourers towards Laying, Assembling, Maintenance, Dismantling of Shore and Floating pipelines, Survey, Diving, maintenance of Earthen Bunds, on board DCI dredgers /crafts and other project related works, on as and when required basis at Paradip".

- A. With reference to your Tender No. : : DCI/OPS/PDP/SUPPLY OF LABOUR /2021 Date: 17.07.2021 and as per Cl. No.32 of GCC, 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 Prevention of Corruption Act in connection with the bid and,
- B. As per Cl. No.33 of GCC, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediateries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,



Dredging Corporation of India Limited

Annexure-III

PROFORMA

Date: 17.07.2021

To
The Project Manager,
M/s Dredging Corporation of India Ltd.,
Room No.5&6, 1st Floor,
Old Trade Centre, Hanuman mandir Area,
Paradip -754142
Odisha (India)

Sir,

Sub: Tender for "Supply of Labourers towards Laying, Assembling, Maintenance, Dismantling of Shore and Floating pipelines, Survey, Diving, maintenance of Earthen Bunds, on board DCI dredgers /crafts and other project related works, on as and when required basis at Paradip- Reg.

A. With reference to your Tender No : DCI/OPS/PDP/SUPPLY OF LABOUR /2021 Date: 17.07.2021 and as per Cl. No.34 of GCC, we hereby certify that, we do not have any current litigation with any party/ firms.

'or'

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

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

Thanking you,

Yours faithfully,

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



Dredging Corporation of India Limited

Annexure-IV

PROFORMA

Date: 17.07.2021

To
The Project Manager,
M/s Dredging Corporation of India Ltd.,
Room No.5&6, 1st Floor,
Old Trade Centre, Hanuman mandir Area,
Paradip -754142
Odisha (India)

Sir,

Sub: Tender for "Supply of Labourers towards Laying, Assembling, Maintenance, Dismantling of Shore and Floating pipelines, Survey, Diving, maintenance of Earthen Bunds, on board DCI dredgers /crafts and other project related works, on as and when required basis at Paradip -Reg.

With reference to your Tender No. : DCI/OPS/PDP/SUPPLY OF LABOUR /2021 Date: 17.07.2021 and as per Cl. No.35 of GCC, we hereby furnished our Bank Account details for payment through E-transfer as follows:

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

Thanking you,

Yours faithfully,



Dredging Corporation of India Limited

Annexure-V

FORM FOR VENDOR CODE CREATION/CHANGES IN ERP			
1.0 VENDOR DETAILS:			
Name of the Vendor		* Vendor Code	
Address (including PIN code)			
Mobile Number		Email ID	-
2.0 Taxation and Other Registration Details : (Supporting copies needs to be attached)			
PAN No.		GSTIN	
Type of Vendor	Registered / Unregistered / Composite Dealer (Tick whichever is applicable)		
Note: In case vendor does not provide PAN, TDS @ 20% will be deducted			
3.0 Bank Details : (Copy of cancelled cheque needs to be attached)			
Bank Name, Branch & City			
Bank Account Number		IFSC Code	
4.0 PURPOSE FOR WHICH VENDOR CODE IS REQUIRED TO BE CREATED/MODIFIED IN ERP			
Recommended by (Person requesting for creating/modification of the Vendor Code)	Approved by (Concerned Section HOD)	Remarks if any	
Name :			
Signature :			
Date			
Created by (in ERP) (AM-F)	Approved by (JGM - IT)	Approved by (in ERP) (JGM - F)	
Name :			
Signature :			
Date			