

DREDGING CORPORATION OF INDIA LIMITED
CORPORATE OFFICE, HB COLONY
SEETHAMMADHARA: VISAKHPATNAM

Ref:DCI/HO/OPS/MPT/CHARTERING/2020/

Date:04.08.2020

CORRIGENDUM-2

FROM:
HOD(OPS)
HO.VISAKHPATNAM

TO:
HOD(IT)
HO.VISAKHPATNAM

Sub: Hosting NIT in website-Extension of NIT till 11.08.2020-Reg

Ref:1) NIT No. DCI/HO/OPS/MPT/CHARTERING/2020 dated:20.07.2020
2) Our IOM No. DCI/HO/OPS/MPT/CHARTERING/2020 dated:20.07.2020
3) Our IOM No. DCI/HO/OPS/MPT/CHARTERING/2020 dated:22.07.2020

In continuation of our IOM under reference the above tender's last date of receipt of tender is being extended from 04.08.2020 to 11.08.2020. This for your information and necessary action.

Head of the Department(Ops)

CORRIGENDUM-1

NIT No: DCI/HO/OPS /MPT/CHARTERING/2020 dated 20-07-2020

NAME OF WORK: “Chartering of dredger on cubic meter basis for maintenance dredging at Mormugao Port for the year 2020-21.”

This corrigendum shall form part of the tender document and must be submitted along with the bid duly signed & stamped with office seal by bidder.

Sl No	Tender Clause	Existing condition	Revised condition
1.	Section-IV of SCC, Sl.No.1, Scope of work under Brief description of work. (Page No.43/87 of Tender).	The Designed Depths at all berths have to be achieved right up to the Berth face and edges of the channel. The estimated aggregate quantity of material to be dredged in respect of maintenance dredging in above areas is approximately <u>2.0 Mm³</u> consisting of silt, sand, clayey Silt, sandy silt, hardened sand and spilled cargo. However, this estimate has no bearing on the actual quantity to be dredged to achieve the designed depths. The quantity mentioned in BOQ is indicative; Contractors are advised to ascertain the site conditions before quoting. No claim will be entertained for any decrease /increase in quantity of dredging up to ±20 %. Contractor shall take note of the following and take into account all the risks and contingencies while quoting, such contingencies may include delay / damages due to encountering.	The Designed Depths at all berths have to be achieved right up to the Berth face and edges of the channel. The estimated aggregate quantity of material to be dredged in respect of maintenance dredging in above areas is approximately <u>2.20 Mm³</u> consisting of silt, sand, clayey Silt, sandy silt, hardened sand and spilled cargo. However, this estimate has no bearing on the actual quantity to be dredged to achieve the designed depths. The quantity mentioned in BOQ is indicative; Contractors are advised to ascertain the site conditions before quoting. No claim will be entertained for any decrease /increase in quantity of dredging up to ±20 %. Contractor shall take note of the following and take into account all the risks and contingencies while quoting, such contingencies may include delay / damages due to encountering. It may be noted that wherever quantity is mentioned as 2.0 Mm ³ same may be read as 2.20 Mm ³ .
2.	3.0 Bill of quantities, (Page No.64/87 of Tender).	In Column, estimated quantity in M ³ : <u>20,00,000</u> and Note: L-1 contractor shall be decided basing on overall lowest rate/amount quoted.	In Column, estimated quantity in M ³ : <u>22,00,000</u> and Note: L-1 contractor shall be decided basing on overall lowest rate/amount quoted <u>for Sl.No. 1.</u>

This corrigendum shall form part of the tender document and must be submitted along with the bid duly signed & stamped with office seal by bidder.

Head of the Department (Ops),
Dredging Corporation of India Ltd,
Visakhapatnam.

DREDGING CORPORATION OF INDIA LIMITED
CORPORATE OFFICE
HB COLONY: SEETHAMMADHARA
VISAKHAPATNAM-530 022

DCI/HO/OPS/MPT/CHARTERING/2020

Date: 20: 07: 2020

TENDER

FOR

“CHARTERING OF DREDGER ON CUBIC METER BASIS FOR MAINTENANCE DREDGING
AT MORMUGAO PORT FOR THE YEAR 2020-21”

TENDER ISSUED TO:

M/s.

.....
.....
.....
.....

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

CONTRACTOR

DREDGING CORPORATION OF INDIA LIMITED
CORPORATE OFFICE
HB COLONY: SEETHAMMADHARA
VISAKHAPATNAM - 530 022

DCI/HO/OPS/MPT/CHARTERING/2020

Date: 20.07: 2020

TENDER

FOR

“CHARTERING OF DREDGER ON CUBIC METER BASIS FOR MAINTENANCE DREDGING AT MORMUGAO PORT FOR THE YEAR 2020-21”

DUE DATES:

1. Issue of Tenders : 20.07.2020to 03.08.2020upto 1800Hrs
2. Last date of receipt of Tenders : 04.08.2020 upto 1500 hrs.
3. Opening of Techno commercial Bids : 04.08.2020 at 1530 Hrs at DCIL, HO
(Cover -A)

HOD (OPS)
Dredging Corporation of India Ltd.,
Corporate Office,
Main Road, H B Colony,
Seethammadhara,
VISAKHAPATNAM - 530 022
ANDHRA PRADESH (INDIA)
Mob. No.09949825204

E-mailID:svprasad@dcil.co.in, suryakant@dcil.co.in, s.bhaskararao@dcil.co.in,
hpkutty@dcil.co.in

CONTRACTOR

INDEX TO SECTIONS

Section No.	Description	Page No.
I	INVITATION FOR BIDS (IFB)	4
II	INSTRUCTIONS TO BIDDERS (ITB)	8
III	GENERAL CONDITIONS OF CONTRACT (GCC)	23
IV	SPECIAL CONDITIONS OF CONTRACT (SCC)	40
V	TECHNICAL SPECIFICATIONS	50
VI	SAMPLE FORMS	59
VII	CHECK LIST FOR TECHNO-COMMERCIAL BID	74
VIII	DRAWING	87

SECTION - I
INVITATION FOR BIDS
(IFB)

CONTRACTOR

DCI/HO/OPS/MPT/CHARTERING/2020

Date: 20.07: 2020

SECTION-IINVITATION FOR BIDS (IFB)(NOTICE INVITING TENDER)

Sealed Tenders are invited in two covers system(i.e.) Cover-A "Techno-Commercial Bid" and Cover-B "Price Bid" by DREDGING CORPORATION OF INDIA LIMITED, VISAKHAPATNAM from experienced contractors for the work "CHARTERING OF DREDGER ON CUBIC METER BASIS FOR MAINTENANCE DREDGING AT MORMUGAO PORT FOR THE YEAR 2020-21"

1. Name of Work : "Chartering of Dredgers on Cubic Meter Basis for Maintenance Dredging at Mormugao Port for The year 2020-21"
2. Estimated Cost : Rs.13.65 Cr (Rupees Thirteen crore sixty five lakh only) excluding GST @ 18 %)
3. Period of Contract : 45 days exclusive of mobilization period.
4. Mobilization Period : 30 days from the date of work order.
5. Earnest Money Deposit : Rs.6,82,500/-.(Rupees six lakh eighty two thousand and five hundred only).The EMD shall pay through E-payment/ Bank Guarantee. Bank details as follows:
Bank Name : Syndicate Bank (Now in Canara bank)
DCI Current account No. 35833070000014
Branch Name: DCILTD PORT AREA BRANCH,
Visakhapatnam - 530001.
IFSC/ RTGS No. SYNB0003583
Swift Code No. SYNBINBB032.
(e- receipt to be enclosed with Cover-A)
6. Date of down load of Tender document from DCI website : From 20.07.2020to 03.08.2020 upto 1800Hrs

CONTRACTOR

7. Last date of receipt of Tenders : 04.08.2020 up to 1500 Hrs.in the Office of HOD (Ops),Operations Department, 3rd Floor, DCIL, Main Road, H B Colony, Seethammadhara, Visakhapatnam-530 022.
8. Opening of Techno-Commercial Bids : 04.08.2020at 1530 Hrs in the Office of HOD(Ops), Operations Department, 3rd Floor, DCIL, Main Road, H B Colony, Seethammadhara, Visakhapatnam-530 022.
9. Cost of Tender Documents : Rs.5900/-including GST (Non-refundable) in the form of e-challan(copy to be enclosed in technical Bid/cover)

Pre-Qualification Criteria:

Experience of having successfully completed similar works of carried out maintenance dredging /capital dredging by deploying TSHDs/CSDs.

1. During the last seven years, ending last day of month previous to the one in which tenders are invited should be any of the following:
 - a. Three similar completed works each costing not less than the amount of Rs.5.46Crores, exclusive of GST.
OR
 - b. Two similar completed works each costing not less than the amount of Rs.6.825Crores, exclusive of GST.
OR
 - c. One similar completed work costing not less than the amount of Rs.10.92Crores, exclusive of GST.
2. Average Annual financial turn over during the last 3 years ending 31st March 2019 should be at least Rs.4.095Crores, exclusive of GST.

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

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

HOD (Ops)
Dredging Corporation of India Ltd.,
Corporate Office,Main Road, H B Colony,
Seethammadhara,
VISAKHAPATNAM - 530 022
ANDHRA PRADESH (INDIA)
Mobile No.09949825204

CONTRACTOR

E-mailID:syprasad@dcil.co.in, suryakant@dcil.co.in s.bhaskararao@dcil.co.in,
hpkutty@dcil.co.in

The detailed NIT and complete Tender Document is hosted on websites www.dredge-india.com, and <http://eprocure.gov.in>. Interested parties may visit the same. The blank proposal document can also be down loaded from our Website. In such a case, the party is required to submit the tender along with the cost of tender document in the form e-challan (copy to be enclosed in technical Bid/cover). The downloaded document is required to be registered by forwarding a request letter to DCI Ltd., indicating their expression of interest of participation in bidding, credentials of experience, PAN Number if allotted and enclosing cost of tender document as said above, so as to reach DCI Ltd., before the closing date as afore said, through an authorized person/agent/or by Registered Post/Speed Post/Courier. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

Dredging Corporation of India Ltd. reserves the right to:

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

HEAD OF THE DEPARTMENT (Ops)

CONTRACTOR

SECTION - II
INSTRUCTIONS TO BIDDERS
(ITB)

CONTRACTOR

SECTION II
INSTRUCTIONS TO BIDDERS

TABLE OF CLAUSES

Clause Number	Topic	Page Number
	A. Introduction	
1.	Eligible Bidders	11
2.	Cost of Bidding	11
	B. Bidding Documents	
3.	Content of Bidding Documents	11
4.	Clarification of Bidding Documents	12
5.	Amendments of Bidding Documents	12
	C. Preparation of Bids	
6.	Language of Bid	12
7.	Documents Comprising the Bid	13
8.	Bid Form	14
9.	Bid Prices	14
10.	Bid Currencies	15
11.	Documents Establishing Bidder's Eligibility and Qualification	15
12.	Earnest Money Deposit	15
13.	Period of Validity of Bids	16
14.	Format and Signing of Bid	16

CONTRACTOR

Clause Number	Topic	Page Number
D. Submission of Bids		
15.	Sealing and Marking of Bids	16
16.	Deadline for Submission of Bids	17
17.	Late Bids	17
18.	Modification of Bids	17
E. Opening and Evaluation of Bids		
19.	Opening of Bids by DCI	18
20.	Clarification of Bids	18
21.	Preliminary Examination	18
22.	Evaluation and Comparison of Bids	19
23.	Contacting the DCI	19
F. Award of Contract		
24.	Post - Qualification	19
25.	Award Criteria	20
26.	Right to Vary Quantities at time of Award	20
27.	Right to Accept Any Bid and to Reject Any or All Bids	20
28.	Notification of Award	21
29.	Signing of Contract	21
30.	Performance Security	21
31.	Corrupt and Fraudulent Practices	21
32.	General	22

SECTION - II
INSTRUCTIONS TO BIDDERS
(ITB)

A. Introduction

1. Eligible Bidders

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

2. Cost of Bidding

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

B. 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)

CONTRACTOR

c) Special Conditions of Contract (SCC)

d) Technical Specifications

e) Sample Forms containing the following:

- Bid Form
- Price Schedules
- Proforma For Bank Guarantee for Earnest Money Deposit
- Agreement Form
- Performance Security Form
- Qualification Requirements
- Details of the dredgers proposed for deployment
- Integrity Pact

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

4. Clarification of Bidding Documents

Prospective bidders have to visit the websites two days before the date of submission for any corrigendum/addendum. No press notification for any amendment will be issued. Accordingly, bidders should regularly visit DCI website: www.dredge-india.com, <http://eprocure.gov.in> to keep themselves updated.

5. Amendment of Bidding Documents

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

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

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

C. Preparation of Bids

6. Language of Bid

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

CONTRACTOR

7. Documents Comprising the Bid

- 7.1 The Bids shall be in Two Cover System consisting of
- ❖ **Techno Commercial Bid (Cover -A); and**
 - ❖ **Price Bid (Cover- B)**
- 7.2 The “Techno Commercial Bid” (Cover A) prepared by the Bidder shall comprise the following components:
- 7.2.1 A Bid Form except the Price Schedule completed in accordance with ITB Clause 8
- 7.2.2 A list of works tendered for and in hand/being executed as on the date of submission of tender.
- 7.2.3 A detailed list of vessels / equipment available with the tenderer and which is proposed for deployment for the work under consideration including their specification.
- 7.2.4 Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31st March 2019.
- 7.2.5 The dredging work assigned to the bidder has to be tentatively started by 16th of September’2020. Dredging period of 45 days shall be given to complete the work. Contractor has to submit detail methodology of completing the work in above period of 45 days with bar chart along with tender submission.
- 7.2.6 Earnest money deposit in the form of e- challan (e- receipt to be enclosed)/ Bank Guarantee furnished in accordance with ITB Clause 12.
- 7.2.7 PAN Number issued by Income Tax Authorities.
- 7.2.8 GST Registration Number.
- 7.2.9 Registration with Provident Fund Authorities.
- 7.2.10 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
- 7.2.11 **Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.**
- 7.2.12 Information regarding any current litigation in which the tenderer is involved.
- 7.2.13 Copies of original certificates of registration etc., dredgers/ crafts proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering Third Party if any.
- 7.2.14 Copy of clear title of the ownership of the dredgers/ crafts proposed for deployment. If the tenderer is not the owner of the dredgers/ crafts, necessary documents in support of the authorization or lease granted by the owner of the dredgers/ crafts to the tenderer to offer and operate the dredgers/ crafts by the tenderer. This authorization or lease shall

CONTRACTOR

be executed on a stamp paper duly notarized. If the equipment to be deployed is within group companies, letter from the group company confirming chartering of vessel may be considered and the letter to be notarized.

- 7.2.15 Proof of regulatory Compliance, if required for operating in waters of Mormugao Port.
- 7.2.16 The tenderer will have to give a certificate that he is not related to any officer of DCI or any officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The Contractor should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd. **(Annexure-I)**
- 7.2.17 The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid. **(Annexure-II)**
- 7.2.18 The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid **(Annexure-II)**.
- 7.2.19 The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved **(Annexure-III)**.
- 7.2.20 Vender Registration form (**Annexure -IV**)
- 7.2.21 Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.
DCI reserves its right to inspect dredgers/ crafts proposed for deployment and seek any other details / documents to ascertain the competence of the tenderer. Suitability of the dredgers/ crafts as per tender conditions will be decided by Committee appointed to inspect dredgers/ crafts. As per Committee report, if dredgers/ crafts are not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.

8. **Bid Form**

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

9. **Bid Prices**

CONTRACTOR

- 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" (BOQ) 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[BOQ]. 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 [BOQ]should not contain any conditions. Conditional tenders are liable for summarily rejections.
- 10. Bid Currencies**
- 10.1 Prices shall be quoted in Indian Rupees only.
- 11. Documents Establishing Bidder's Eligibility and Qualifications**
- 11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 11.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the DCI's satisfaction that the Bidder has the financial & technical, capability and competency necessary to perform the contract as per Qualification Requirements Form No.6 in Section VI;
- 11.3 The bidder should furnish the details of the TSHDsproposed for hiring in Form No.7 of Section VI of Sample Forms.
- 12. Earnest Money Deposit (EMD)**
- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, the Earnest Money Deposit by the way of e-challan for an amount of **Rs.6,82,500/-**submitted to the bank as detailed from any Scheduled or Nationalized Indian Bank or unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank as per enclosed sample. The same should be attached with the tender and placed in "Cover-A". The Earnest Money Deposit shall not carry any interest.
- 12.2 The Earnest money is required to protect the DCI against the risk of Bidder's conduct, which would warrant the earnest money forfeiture, pursuant to ITB Clause 12.6.
- 12.3 The earnest money deposit submitted by e-payment or a bank guarantee issued shall be valid for thirty (30) days beyond the validity of the bid.
- 12.4 Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 21.

CONTRACTOR

- 12.5 Unsuccessful bidders' earnest money deposit will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the DCI pursuant to ITB Clause 13 without interest.
- 12.6 The earnest money deposit may be forfeited:
- (a) If a Bidder:
- (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - (ii) does not accept the correction of errors pursuant to ITB Clause 21.2; or
- (b) in the case of a successful Bidder, if the Bidder fails:
- (i) to sign the contract in accordance with ITB Clause 29; or
 - (ii) to furnish performance security in accordance with ITB Clause 30.

13. Period of Validity of Bids

- 13.1 The Tenderer should keep open the validity of the Bid for **60 days** from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by e-mail/ Fax 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 validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 13.2 In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 12 shall also be suitably extended.

14. Format and Signing of Bid

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

D. Submission of Bids

15. Sealing and Marking of Bids

- 15.1 The Techno- Commercial Bid along with all enclosures to be put in a sealed cover super scribed with the words - Cover-A "Techno-Commercial Bid" for the work "Chartering

of Dredger on Cubic Meter Basis for the Maintenance Dredging of Mormugao port for the year 2020-21" to be submitted on or before 1500 Hrs on 04.08.2020.

- 15.2 The Price Bid i.e., BOQ containing only tendered amount is required to be put in another sealed cover superscribed with the words - Cover-B "Price Bid[BOQ]" for the work Chartering of Dredger on Cubic Meter Basis for the Maintenance Dredging of Mormugao port for the year 2020-21 " to be submitted on or before 1500 Hrs on 04.08.2020.
- 15.3 Tenderer should ensure that his tendered amount as per Cover-B is not mentioned in any other document directly or indirectly. The duly sealed covers A & B are to be put in a separate main sealed cover superscribed with the words for the work "Chartering of Dredger on Cubic Meter Basis for the Maintenance Dredging of Mormugao port for the year 2020-21" to be submitted to the HOD (OPS), Operations Department, 3rd Floor, Dredging Corporation of India Limited, Main Road, H B Colony, Seethammadhara, Visakhapatnam-530022 on or before stipulated due date & time for submission of tender.
- 15.4 If the outer cover is not sealed and marked as required by ITB Clause 15.3, the DCI will assume no responsibility for the bid's misplacement or premature opening.
- 16. Deadline for Submission of Bids**
- 16.1 Bids must be received by the DCI at the address specified under Invitation of Bids (ITB) no later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for the DCI, the bids will be received up to the appointed time on the next working day.
- 16.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 17. Late Bids:**
- 17.1 Any bid received by the DCI after the deadline for submission of bids prescribed by the DCI pursuant to ITB Clause 16 due to reason as mentioned in 16.1 will be rejected and returned unopened to the Bidder.
- 18. Modification of Bids**
- 18.1 The Bidder cannot modify or withdraw its bid after the bid's submission.

E. Opening and Evaluation of Bids

CONTRACTOR

19. Opening of Bids by DCI

- 19.1 The DCI will open all the outer covers containing both sealed Covers “A” and “B” of the bids and the Cover “A” Techno-Commercial Bids only in the presence of bidders’ representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders’ representatives who are present shall sign on a Tender opening register, evidencing their attendance.
- 19.2 All the Covers “B” containing the Price Bids [BOQ] will be placed in a separate Cover and sealed and kept under safe custody.
- 19.3 The bidders’ names, bid modifications or withdrawals and the presence or absence of requisite earnest money deposit and such other details as the DCI, at its discretion, may consider appropriate, will be announced at the opening of the “Techno-Commercial Bid”. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 17.

20. Clarification of Bids

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

21. Preliminary Examination

- 21.1 The DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, in line with the pre-qualification criteria given in NIT.
- 21.2 The DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.3 Prior to the detailed evaluation, pursuant to ITB Clause 22, the DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 12), Applicable Law (GCC Clause 23), and Taxes and Duties (GCC Clause 25), Performance Security (GCC Clause 5), and Force Majeure (GCC Clause 17) will be deemed to be a material deviation. The DCI’s determination of a bid’s

responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.

21.4 If a bid is not substantially responsive, it will be rejected by the DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22. Evaluation and Comparison of Bids

22.1 The "Cover-B" containing the Price Bids [BOQ] will be opened of only those tenderers who have been qualified in the Techno-Commercial Bid at a later date. The date and time of opening of "Cover B" - Price Bid [BOQ] shall be notified to all the technically qualified bidders and will be opened in the presence of such authorized persons or representatives who wish to be present.

22.2 Arithmetical errors will be rectified on the following basis:

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

22.3 The Dredgers/crafts proposed for deployment shall have all the amenities/arrangements/provisions to utilize at Mormugao Port as specified in the scope of work.

22.4 Bill of quantities [BOQ] shall be inclusive of mobilizing & demobilizing of dredgers/crafts, repairs, spares/stores, fuel including Lube oils, all consumable items for the Dredgers/crafts etc., excluding GST.

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

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

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

F. Award of Contract

24. Post -qualification

CONTRACTOR

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

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

25. Award Criteria

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

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

Contract period is for 45 **days**. Contractor has to execute the work within 45 days with ±20% BOQ quantities. If the quantity is more than +20%, extension of time period will be granted proportionately. Rates quoted should be valid and operative for the extendable period, in case of excess in quantity for which contract is extended as per requirement. DCI may by written notice intimate the Contractor to extend the contract further depending on requirement. For all extensions given by DCI, Contractor has to execute the work as per rates quoted in BOQ Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document. DCI reserves right regarding giving extension/curtailment, deciding period of extension / curtailment and decision in the matter will be final, binding on the Contractor.

In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving one week notice. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 7 days notice by the Project Office, MPT 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.

The quoted/ negotiated rates should be valid and operative during entire contract period inclusive if extension in contract if any. In case further extension is requested by DCI, contractor has to agree upon the same at the discretion of DCI.

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

CONTRACTOR

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

28. Notification of Award

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

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

29. Signing of Contract

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

30. Performance Security

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

31. Corrupt or Fraudulent Practices

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

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

31.1.1.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

CONTRACTOR

- 31.1.1.3 will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 31.1.1.4 will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.
- 31.2 Furthermore, Bidders shall be aware of the provision stated in Clause 21.1 of the General Conditions of Contract.

32. General:

- 32.1 Bid Documents are not transferable.
- 32.2 Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.
- 32.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 32.4 All Signatures in the Document shall be dated.
- 32.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 32.6 Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- 32.7 All correspondences must be made to the Dredging Corporation of India Ltd., Head Office, Main Road, H B Colony, Visakhapatnam-530 022 till placing of work order and to DCIL, Project office, Mormugao thereafter.

CONTRACTOR

SECTION - III
GENERAL CONDITIONS OF
CONTRACT
(GCC)

CONTRACTOR

SECTION - III
GENERAL CONDITIONS OF CONTRACT
(GCC)
TABLE OF CLAUSES

Clause Number	Topic	Page Number
1.	Definitions	26
2.	Application	27
3.	Standards	27
4.	The Contract & General Obligations of Contractor	27
5.	Contractor to Indemnify the DCI against all claims for loss, Damages etc.	29
6.	Performance Security	31
7.	Insurance	31
8.	Payment	32
9.	Prices	33
10.	Change Orders	33
11.	Contract Amendments	33
12.	Assignment	33
13.	Subcontracts	33
14.	Delays in Contractor's Performance	33
15.	Liquidated Damages	34
16.	Termination for Default	34
17.	Force Majeure	35
18.	Termination for Insolvency	35
19.	Termination for Convenience	36
20.	Settlement of Disputes	36
21.	Limitation of Liability	36
22.	Governing Language	37

CONTRACTOR

Clause Number	Topic	Page Number
23.	Applicable Law	37
24.	Compliance with Statutory Requirement	37
25.	Taxes and Duties	37
26.	Income Tax Deductions	38
27.	Employment of Relatives	38
28	Notices	38

SECTION - III
GENERAL CONDITIONS OF CONTRACT
(GCC)

1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- 1.1.1. "Corporation" means the Dredging Corporation of India Limited (DCI).
- 1.1.1.1. "MD" means the Managing Director of DCI.
- 1.1.2. "The Contract" means the agreement entered into between the DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.1.4. "The Contractor" means the individual or firm or company supplying the Services under this Contract and named in SCC.
- 1.1.5. "The Services" means all of the services, which the Contractor is required to supply to the DCI under the Contract.
- 1.1.6. "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".
- 1.1.7. "Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.1.8. "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.
- 1.1.9. "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.

CONTRACTOR

- 1.1.10. "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.
- 1.1.11. "Excepted Risks" are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.1.12. "GCC" means the General Conditions of Contract contained in this section.
- 1.1.13. "SCC" means the Special Conditions of Contract.
- 1.1.14. "Day" means calendar day.
- 1.1.15. "Month" means the English calendar month.
- 1.1.16. "Singular/Plural" Word importing the singular only, also includes the plural and vice-verse where the context so requires.
- 1.1.17. "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

The services provided under this contract shall conform to the Standards mentioned in "Technical Specifications".

4. The Contract & General Obligations of Contractor:

4.1 Applicability of Laws on the Contract:

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

4.1.1 The Indian Contract Act, 1872

4.1.2 The Major Port Trust Act, 1963

4.1.3 The Workmen's Compensation Act, 1923

4.1.4 The Minimum Wages Act, 1948

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

4.1.6 The Dock Workers' Act, 1948

CONTRACTOR

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.

4.4 **Contractor Cannot Sub-let the Work**

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

4.5 **Contractors' Price is Inclusive of All Costs.**

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost of fuel, man power, spares, stores with lubes, repairs, contractor's office/ accommodation cost, payment of fees & duties if any and taxes excluding GST and other things of every kind required for the completion work. Port dues and Pilotage are free of cost. Berth for bunkering / maintenance shall be provide free of cost for a maximum period of 3 days in a month depending on availability of berths.

4.6 **Contractor is Responsible for safety of the dredgers/crafts including men and material:**

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

4.7 **Contractor to Supervise the Works**

CONTRACTOR

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

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

The Contractor shall at his own protect and take all precautions in regard to the personnel or structure or services or properties belonging to the MPT/DCI shall indemnify and keep indemnified the MPT/DCI against claim for injury, loss or damage caused by the Contractor in connection with the execution of the work to the aforesaid properties, structures and services and / or to any person including the Contractor's workmen. Cost of insurance Cover, if any, taken by the Contractor shall not be reimbursed by the DCI, unless otherwise stipulated in the Contract. Contractor is deemed to indemnify MPT and DCI for any of damage to third party on account of his operations in MPT/Mormugao waters.

4.9 Fossils, Treasures troves etc are DCI's property

The contractor shall immediately inform the Engineer's representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or 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.

5. Contractor to Indemnify the DCI/ MPT against all Claims for Loss, Damages etc.

- 5.1 The Contractor shall be deemed to have indemnified the DCI against all claims, demands, actions and proceedings and all costs arising there from on account of:
- 5.2 Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- 5.2.1 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.
- 5.2.2 Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.

CONTRACTOR

- 5.2.3 Damage / injury caused to waterway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- 5.2.4 The Contractor should make his own arrangements at his cost for a suitable berth during non-working time, repair and maintenance, breakdown and any other purpose etc. when the dredgers/crafts are not being engaged by DCI.
- 5.2.5 The dredgers/crafts should be adequately lit as per port rules/ Concern Authority norms and regulations and should have adequate lighting arrangements during operation.
- 5.2.6 The Contractor has to follow all safety regulations for un-interrupted dredging operations.
- 5.2.7 In the event of the breakdown / deficiency in dredgers/crafts deployed, the Contractor has to replace the same within 10(ten) days in case of major breakdown with the same completion schedule. The replaced dredgers/crafts should not be changed in specifications as agreed previously. In the event the Contractor fails to make arrangement for substitute dredgers/crafts, DCI will arrange a substitute at the risk and cost of the Contractor. No mobilization or de-mobilization will be paid for the substitute dredgers/crafts.
- 5.2.8 The dredgers/crafts should be available for operations round the clock and these operations shall include bunkering, routine maintenance.
- 5.2.9 The rate quoted by the Contractor shall include all running expenses of the dredgers/crafts including fuel, mobilization and de-mobilization, oil, grease, and wages of crew, port dues, and taxes except GST.

5.3 Notice to Contractor

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

5.4 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 traffic or surface traffic.

CONTRACTOR

6 Performance Security

- 6.1 Within Ten (10) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security at 10% of the contract value to DCI in the amount specified in the Special Conditions of Contract.
- 6.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 6.3. A sum equal to 10% of the of the contract as indicated in work order shall be deposited by the contractor by e- payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favour of **Dredging Corporation of India Limited** payable at **Visakhapatnam** as per Performa at Annexure enclosed. Bank Guarantee shall be valid till completion of work including extended period, if any
- 6.4. At the option of contractor, EMD can be converted at part of Performance Security and balance performance security shall be submitted in the form of BG/e- payment to DCIL, Syndicate Bank as per account details given.
- 6.5. In case the contract is further extended by giving additional quantity, sum equal to 10% of the contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from DCI. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager. If Bank Guarantee is submitted against Performance Security, it should be valid till completion of work including extended period if any.
- 6.6. The performance security will be discharged by the DCI and returned to the Contractor not later than Sixty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

7 Insurance

- 7.1 The contractor shall without limiting his or the DCI's obligation and responsibilities, endorsement of Co-insurance and waiver of subrogation in favour of DCI and MPT to be issued.
- 7.2 The contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.

CONTRACTOR

- 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) including Wreck removal/ Oil pollution.
- 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 dredgers/crafts shall have required number of life jackets, safety devices, fenders, anchors etc. The dredgers/crafts along with crew shall be insured for any mishaps.
- 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 affected.
- 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 the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 7.9 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's request(s) for payment shall be made to the Project-in-Charge, DCIL, Mormugao in writing, accompanied by an invoice describing, supporting documents of quantity work outs as appropriate for the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 8.2 The Bill for Services rendered will be scrutinized by PIC, Mormugao and forwarded to RO, Mumbai/Head Office for releasing the same on monthly basis. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
- 8.3 In addition to Performance Security, retention amount of 5% of bill will be deducted from monthly bill value. The same shall be refunded after final payment and submission of 'No Dues & No Claims' Certificate.

CONTRACTOR

- 8.4 Pre-dredge survey shall be conducted by MPT after placing work order on L-1 bidder by MPT/DCIL/Third party appointed by MPT and contractor's representative jointly. These signed charts by contractor and DCIL will form basis for releasing of RA Bills.
- 8.5 Bill surveys to be carried out by the Contractor jointly with the representatives of MPT/DCIL/Third party appointed by MPT, which shall be considered for release of payment i.e., quantity duly certified by MPT/DCIL/Third party appointed by MPT shall be back to back with respect to quantities and binding on contractor. Contractor is free to conduct check surveys/progress surveys at his own cost before conducting any bill survey if desired. The payment will be made only for services provided as per Price Bid/Negotiated Rates. Payment shall be made promptly by DCIL, Head Office within 45 days after submission of bill for the quantity certified.

9. 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 subject to Clause V of SCC.

10. Change Orders

- 10.1 The DCI may at any time by a written order give to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor.
- 10.2 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. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the DCI's change order.

11. Contract Amendments

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

12. Assignment

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

13. Subcontracts

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

14. Delays in the Contractor's Performance

CONTRACTOR

- 14.1 The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the DCI.
- 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'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.
- 14.3 Except as provided under GCC Clause 17, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

15. Liquidated Damages

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

16. Termination for Default

- 16.1 The DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
- 16.2 if the Contractor fails to provide the service within 15 days, or within any extension thereof granted by the DCI pursuant to GCC Clause 14; or
- 16.3 if the Contractor fails to perform any other obligation(s) under the Contract.
- 16.4 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.

CONTRACTOR

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

16.5 In the event the DCI terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the DCI may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

17. Force Majeure

17.1 Notwithstanding the provisions of GCC Clauses 14, 15, 16 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI contractual capacity, wars or revolutions, fire, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes. In the event of Force Majeure continues for a period of 28 days, either party may then give notice of termination that shall take effect 7 days after giving of the notice. In case of force majeure, extension time shall be granted for the approved “Force majeure” period.

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

18. Termination for Insolvency.

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.

CONTRACTOR

19. Termination for Convenience

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

A notice period of one week will be given.

Contractor shall be paid for the works executed as on date of Termination. In case of termination of contract by MPT, the same contract shall be terminated by DCI without any compensation. However, being maintenance dredging, such situation is not anticipated.

20. Settlement of Disputes/ Arbitration clause

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

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

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

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

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 re-enactment thereof. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

21. Limitation of Liability:

CONTRACTOR

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

22. Governing Language:

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

23. Applicable Law

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

24. Compliance with Statutory Requirements:

The contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations / Rules / Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the DCI shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the DCI is required or called upon to pay or reimburse on behalf of the contractor.

25. Taxes and Duties

The contractor shall pay all taxes, levies, duties, etc. excluding GST which he/she may be liable to pay to the State Government or Government of India or any other authority under

CONTRACTOR

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.

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

Any change in legislation during the contract period with regard to taxes, same will be applicable to this contract

26. Income Tax Deduction/Tax deducted at source:

Deduction of income tax shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax Act. 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/she is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Shipping, Government of India". The bidder shall also furnish a declaration along with his tender enclosing the names of the relatives who are employed in DCI.

28. Notices

- 28.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by e-mail or Fax and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 28.3 The tenderer shall have to give a Certificate that the Contractor had not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence the bid process and have not committed any offence under the PC Act in connection with the bid.
- 28.4 The tenderer shall have to give a Certificate that the Contractor shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.
- 28.5 As DCI is an ISO 14001: 2004 (Environmental Management System) certified company, DCI committed for prevention of pollution by implementing Environmental friendly operational procedures. Hence, the contractor shall comply with all statutory and regulatory requirements pertaining to Environmental protection. Also, the contractor shall

CONTRACTOR

adopt the Environmental friendly procedures for execution of the work to the maximum possible extent.

28.6 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 program, DCI may after giving 5 days notice in writing to the contractor, will carry out the remaining work in full or part as deemed necessary at the cost and risk of the contractor. The cost incurred due to the contractors default as above, will be deducted from any payment due or becomes due to the contractor from this contract or from any other contract without prejudice to any other method of recovery.

28.7 All statutory clearances to be obtained by contractor at his own cost.

28.8 Contractor will be allowed to work 24 x 7 on all days.

CONTRACTOR

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

CONTRACTOR

SECTION - IVSPECIAL CONDITIONS OF CONTRACT

(SCC)

TABLE OF CLAUSES

Item Number	Topic	Page Number.
I	Scope of Work	42
II.	Bunkering and Fresh water	46
III.	Environmental Control	46
IV.	Performance Security (GCC Clause 6)	46
V.	Price Variation Clause (GCC Clause 9)	47
VI.	Liquidated Damages (GCC Clause 15)	47
VII.	Settlement of Disputes (GCC Clause 20)	47
VIII.	Compliance with Statutory Requirement (GCC Clause 24)	48
IX.	Notices (GCC Clause 28)	48
X.	Sunken Equipment	49
XI	Right of First Refusal	49
XII	Integrity Pact	49

CONTRACTOR

SECTION -IV
SPECIAL CONDITIONS OF CONTRACT
(SCC)

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

I) SCOPE OF WORK:

The work consists of Maintenance Dredging in the Mormugao Port channel including berth fronts to the designed depths. Navigational Channel, approach to and alongside of berth nos. 4,5A, 6A, 8, 10, 11, Breakwater and Mole berths, Inner turning circle, Outer Turning Circle ,Outer Channel from A1 to A5 areas, Mooring Dolphins MD1 to MD3 areas and dumping the dredged spoil in the designated offshore dumping area.

However, this information is only meant as guidance and the bidders are expected to satisfy themselves on the correctness of the information. The Maintenance dredging is required to be carried out for the Year 2020-21 wherein the approximate quantity to be dredged is 2.0 million cubic metres. Area wise design depths to be achieved are as follows.

DESIGNED DEPTH TO BE ACHIEVED FOR THE YEAR 2020-21

AREA	DESIGNED DEPTH
A1 TO A5	(-) 14.40
B1	(-) 14.10
B2(5A/6A/7)	(-) 14.50
B3	(-) 14.10
B4	(-) 14.10
C1	(-) 13.10
C2	(-) 13.10
D	(-) 12.00
MOORING DOLPHIN	(-) 14.10
Berth No.4	(-) 8.00

CONTRACTOR

Breakwater and Mole Berth	(-) 9.50
Mole Outer Berth	(-) 8.50

Brief description of work :

The Designed Depths at all berths have to be achieved right upto the Berth face and edges of the channel. The estimated aggregate quantity of material to be dredged in respect of maintenance dredging in above areas is approximately 2.0 Mm³ consisting of silt, sand, clayey Silt, sandy silt, hardened sand and spilled cargo. However, this estimate has no bearing on the actual quantity to be dredged to achieve the designed depths. The quantity mentioned in BOQ is indicative; Contractors are advised to ascertain the site conditions before quoting. No claim will be entertained for any decrease /increase in quantity of dredging upto ±20 %. Contractor shall take note of the following and take into account all the risks and contingencies while quoting, such contingencies may include delay / damages due to encountering.

- a) Underwater obstructions such as tyres / fenders, concrete members, wires, chains, boulders, anchors, debris etc., which are anticipated and to be disposed of out of port premises.
- b) Delay/Damages due to encountering any unforeseen obstructions
- c) Adverse weather or physical conditions
- d) Delays due to non-availability of berths.
- e) Any other unforeseen reasons

It is reiterated that the costs quoted by the contractor shall include all risks and contingencies whether known or unknown and no claims on this account will be considered.

- 1) The Contractor will have to deploy suitable TSHD to carry out the maintenance dredging. Payment will be made on the basis of the actual quantity dredged, however, it will be the responsibility of the contractor to achieve the required depths at all places.

Contractor may also encounter some small patches of compacted iron ore alongside unloading berths. Contractor may deploy suitable equipment / methodology in these areas. For the year 2020-21, the dredging work by deploying TSHD of 7000 Cu.m and more capacity has to be commenced by 16th September 2020 or within 30 days after

CONTRACTOR

placing work order, which ever is earlier and will have to be completed within 45 weather working days.

- 2) The contractor has to provide vehicle/routine boat asand when required basis as per instructions of DCI/MPT to visit the site and dredgers.
- 3) The contractor has to mobilize one survey launch with single beam survey equipment and manpower for conducting the bill surveys/progressive surveys /check surveys during the tenancy of contract.
- 4) Dredging will be carried out on in-situ quantity basis and difference in depths between pre and progressive/post dredge surveys will be considered for calculating the dredging quantity for payment as certified by MPT.
- 5) Projected quantities may vary $\pm 20\%$. Dredging period of maximum 45 days shall be given to complete the work (Upto $\pm 20\%$ no change in time period). Contractor has to submit detail methodology of completing the work in above period of 45 days with bar chart along with tender submission. If the quantity is more than $+20\%$, extension of time period will be granted proportionately.
- 6) The dredger deployed shall be suitable to operate in Mormugao Port waters.
- 7) The necessary clearance from MPT and other statutory agencies with regard to entry/exist of the dredgers shall be to the account of contractor during entire contract period /extended period if any.
- 8) Slopes & Tolerance :
Vertical Tolerance of $+0.30$ and side slopes at 1:6 or as directed by MPT shall be considered for payment. In case of presence of rock in the slope areas, slope shall be treated as vertical.
- 9) Daily dredging reports shall be maintained onboard the dredger, signedby the representative of DCI/MPT for monitoring the work.
- 10) Fortnightly/ as and when required check survey shall be carried out by contractor as per instructions of MPT/DCI along with party representative. Final dredged profile to be accepted with above tolerances.
- 11) Contractor has to supply all logistic support such as agency clearances, fresh water supply, supply of fuel, manning of crafts, material, spare parts supply, arranging berths/ berth

CONTRACTOR

charges, craft maintenance etc to his craft deployed at his own cost in line with statutory norms given by MPT/statutory authority from time to time.

- 12) In case contractor wants to carry out survey for their purpose and for close monitoring of his performance, the same can be carried out under permission of DCI at his own cost.
- 13) No other payment of any kind shall be made to contractor except as mentioned in BOQ. BOQ quantity certified by MPT shall be released to the contractor on back to back quantity basis. Payment shall be made by DCI within 45 days after submission of bill.
- 14) Contractor has to quote his rate inclusive of Mobilization & Demobilization.
 - a. Contractor has to obtain all plying licence from MPT/ statutory authority at his own cost. DCI will assist in getting the same from time to time.
 - b. Dredgers should have working instrumentations like DLM, production meter, suction hose depth indicator etc in working conditions.
 - c. The crafts shall have manoeuvrability to go alongside berths pockets without damaging port structures and equipment with operational bow thrusters.
 - d. All the crafts, plants and machinery deployed by the contractor shall strictly adhere to the relevant IMO regulations, MARPOL convention 79/78 and other statutory regulations.
 - e. All crafts, plants and machinery should have valid insurances as per statutory norms and contractor to indemnify DCI and MPT from any damages, losses to MPT and DCI property.
 - f. Crafts proposed for deployment should follow MPT rules and regulations.
 - g. Adequate radio/ VHF communication system, all statutory requirements such as life saving appliances, fire fighting appliances etc as per relevant rules should be available onboard at any given time.
 - h. The party shall quote their rate in the enclosed BOQ. The offered rates shall be inclusive of Fuel, Lube oil, men and material, repairs, spares etc all taxes but excluding GST.
 - i. The contractor shall allow in his rates for any loss of working hours due to weather, surveying, position of crafts, shifting of dredgers and other equipment from one area/place to other area/place depending upon the traffic operations or for maintenance. Any claim for idling of contract's plant and machinery or any other input shall not be entertained by DCI/MPT for reasons whatsoever except solely on account of 'Suspension of work' on the instructions of DCI/MPT. Non- availability of working

CONTRACTOR

area including berths etc will not come under purview of suspension of works and therefore contractor shall consider all such events including normal port operations and submit their offer accordingly. Berthing program of vessels shall be available at MPT, in addition notice will be given by MPT approximately 2 hrs or as decided by DC, MPT before sailing of vessels and contractor shall contact the signal station for any information in this regards and move their dredging plant, if necessary, for manoeuvrability of the ships at no extra cost. DCI/MPT reserves right to direct the contractor to carry out the dredging operations in any of the vacant areas to be dredged without affecting normal traffic operations and no extra payment will be made on this account.

j. Idle time:

The idle time shall be paid for the TSHD for continuous interruption of more than 4 hours in a day. "Idle time " charges as at Item No.2 shall be payable for stoppage of dredger for the following reasons:-

- a) Dredging operations suspended with the instructions of MPT Authorities.
- b) Idling of dredger due to bad weather period not amenable for dredging by TSHD.

However, The Idle time charges shall be payable only on concurrence from MPT authorities.

- k. Contractor has to arrange all logistics such as boat, car, agency services, running repairs/workshop at his own cost.
- l. Contractor has to achieve the designed depths in all areas including berth fronts and confined areas by deploying TSHD and if required, with Grab/ Backhoe equipment of suitable capacity (Own/ Hired). No additional charges are applicable for ancillary equipment.

II. Bunkering and Fresh Water:-

Contractor has to make his own arrangement of bunkering and fresh water.

III. Environmental Control:-

All oil and greasy wastes on board contractor's equipment, floating vessels, crafts etc shall be collected in containers and disposed away on land as directed by MPT/DCI and shall not be let into sea.

IV. Performance Security (GCC Clause 6):

CONTRACTOR

- 1) Within ten (10) days after receipt of the notification of award of the contract, the Contractor shall furnish Performance Security to the DCI in the amount specified in the Special Conditions of Contract.
- 2) The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 3) A sum equal to 10% of the contract as indicated in the work order shall be deposited by the contractor as Performance Security Deposit/ by e-payment or in the form of BG with DCI as per Performa enclosed. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project-in-Charge.
- 4) The BG submitted against performance security will be discharged by the DCI and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

V. Price Variation Clause (GCC Clause 9)

Any variation (increase/decrease) in the price of main fuel of the dredger shall be paid/adjusted as per the standard variation clause as detailed below:

$$R = 0.85 \times Q \times V_r \times (P - P_o) / P_o$$

Where R = Amount payable as per fuel variation.

Q = Fuel element factor = 0.25

P_o = Price of Main fuel inclusive of all taxes, duties, levies, transportation, and OT, etc at Mormugao as on 30.06.2020 as per circular.

P = Average price of Main fuel for the month under consideration inclusive of all taxes, duties, levies, transportation, and OT etc. at Mormugao as per circular.

V_r = Value of work done during the month under consideration as per the relevant items of schedule of rates.

IOCL/BPCL/HPCL official fuel circular shall be used for calculation of P_o and P in the Fuel escalation formula. The amount in terms of this clause shall be paid by the DCI within 15 days on receipt of payment from MPT.

VI. Liquidated Damages (GCC Clause 15)

GCC 15.1 – Applicable rate: 1% per week.

Maximum deduction: 10%

VII. Settlement of Disputes / Arbitration Clause (GCC Clause 20)

CONTRACTOR

If any dispute or difference of any kind whatsoever shall arise between Owner/Charterer and DCI in connection with or arising out of the Charter Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Departmental Resolution Committee nominated by Chief General Manager of DCI will try to resolve the dispute in an amicable way with the consent of DCI Management.

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

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

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

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 re-enactment thereof. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

VIII. Compliance with Statutory Requirements (GCC Clause 24)

Add as Clause 24.2

24.2 Provident Fund Contributions:

The bidder shall possess 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.

IX. Notices (GCC Clause 28)

GCC 28.1 – Contact address for notice purposes:

HOD (Ops)

CONTRACTOR

DREDGING CORPORATION OF INDIA LTD.
CORPORATE OFFICE, MAIN ROAD, H B COLONY,
SEETHAMMADHARA,
VISAKHAPATNAM-530 022.
ANDHRA PRADESH (INDIA)
TELEPHONE No. 9949825204

E-mail : svprasad@dcil.co.in , hodops@dcil.co.in

X. Sunken Equipment:

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

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

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

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

- XI. Right of First Refusal:** The Indian Company owning Indian Flag dredgers shall have the First Right of Refusal if the rate is within 10% of the lowest valid offer. If more than one company owning Indian flag dredger participates in the tender, the right of first refusal will go to that Indian company which has quoted the lowest rate and is within 10% of the lowest offer, if the lowest price is matched.

If an Indian flag vessel is not available, then "Indian controlled ships" shall be accorded higher priority in the Right of First Refusal than Non-Indian Flag Vessels.

CONTRACTOR

- XII. INTEGRITY PACT:** The Integrity Pact has been included to this subject Tender and to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 2 (two) originals as per the Form 10. This Integrity Pact will form part of the Tender Document.

* * * * *

SECTION - V
TECHNICAL SPECIFICATIONS

CONTRACTOR

SECTION - V
TECHNICAL SPECIFICATION

1.0 PROJECT AND SITE INFORMATION

1.1 Location

The site for the dredging is located at Mormugao Port. The design depth to be achieved and the Key Plan showing the location of the Maintenance dredging location of the designated offshore spoil ground. Spoil ground is located 3.5 Nautical miles from the Breakwater.

2.0 PROJECT BACKGROUND

Mormugao Port is a Major Port on the West Coast of India. The work involves maintenance dredging of the channel, basin and alongside berths by deploying suitable dredgers. The existing depths varies from about (-)8.00 m to (-)14.50 m w.r.t Chart Datum.

3.0 SITE INFORMATION

3.0.1 Temperature and relative Humidity

The location of Mormugao Port is such that there is little variation in temperature and it has constantly high humidity. The maximum temperature vary from about 28⁰ C in January to 32⁰ C in May and the minimum temperature vary from 21⁰ C in October to 28⁰ C in January , The mean percentage relative humidity is about 83% for the year. It is about 92% during August and September and 75% in December.

CONTRACTOR

3.0.2 Visibility

Except to some extent in the monsoon months the visibility conditions are excellent at Mormugao Harbour. There may be 3 to 4 days in a year with visibility less than 4 kilometers.

3.0.3 Cyclone

Mormugao is not situated in the pronounced cyclonic Zone and the number of occasions it was visited by cyclones during the past 75 years is less than a dozen.

3.0.4 Analysis Report on Side Scan Sonar and soil investigation Studies. Not relevant for this contract.

3.0.5 Bathymetry

The depths to be achieved in various areas is furnished in Annexure.

3.3. Meteorological Data

3.3.1 Wind

The mean wind speed varies from 2 on the Beaufort scale in November to 4 in July. The annual mean wind speed being 13.6 km/hr in an average year, there are 316 days with winds varying from 0 to 3 on the Beaufort scale and 48 days with wind scaling 4 to 7 on the Beaufort scale and one calm day.

3.3.2 Cyclonic Storms and Depressions

Mormugao is not situated in the pronounced cyclonic Zone and the number of occasions it was visited by cyclones during the past 75 years is less than a dozen

3.3.3 Sea Level Atmospheric Pressure

Based on the Indian Naval Hydrographic Chart No 2020, following tidal information is given as a reference.

Lower low water springs near solstices	0.00 m
Mean lower low water (MLLW)	+0.37 m
Mean Higher low water (MHLW)	+1.05 m
Mean sea level (MSL)	+1.30 m
Mean lower High water (MLHW)	+1.78 m
Mean Higher High water (MHHW)	+1.90 m
Higher High water springs near solstices	+2.30 m

3.3.4 Rainfall

CONTRACTOR

The south west monsoon season is the main rainy season. 80% of the rain falls during the month of June , July and August. The average rain fall is about 2500 mm per year.

3.4 Oceanographic Information

3.4.1 In open sea

In the fair season in the open sea wave height are almost always under 2m .Very rarely they are in the range of 2 to 3 m with direction of wave being from West. North - West and North. In the monsoon season the waves are mainly from the west and south west. About 25 % of the observations indicate waves of between 2 to 3 m. The maximum current velocity is about 1 knot.

3.4.2 Within Sheltered Harbour

Mormugao Port is sheltered from waves by Mormugao Headland and the existing breakwater. Model tests indicate that in the site of work waves are almost always under 0.3m and vary rarely around 0.40m. The maximum current velocity observed is 0.30 to 0.40cm/sec

4.0 EXTENT OF WORK AND SCHEDULING

The work covered under the contract consists Maintenance Dredging of the Port which is to be completed within a period of 45 weather working days by commencing from 16th September 2020 or within one month after placing work order, whichever is earlier.

4.1 Level Datum

The above tide levels mentioned in 3.3.3 refer to Chart Datum which is 4.84 meters below the principal bench mark behind old CME office at Mormugao Port, sunk about one meter below the ground and inscribed thus B.H.E.I./1960 on a copper plate. This benchmark is 3.60m above I.M.S.L.

4.2 Tolerance

The contractor shall all times take responsible precautions to prevent excessive over dredging at any point. Dredging beyond the specified dredged line and levels will only be allowed within the following tolerance, which shall be measured horizontally/vertically beyond the required line & levels.

- 1) Horizontal Tolerance : Nil
- 2) Vertical Tolerance : +300mm

The Contractor will be paid for dredging as per the pre and post dredging survey subject to the tolerance limits specified above.

CONTRACTOR

No minus dredging tolerance is allowed on the specified dredging levels where dredging occurs beyond the tolerance level the contractor shall be paid for upto the tolerance limit only.

There are few known hard patches especially on the toe lines of the channel which may not be yielding to Maintenance Dredging. However, all efforts to be made to achieve the design depths to the extent possible and very close to the design depths.

4.3 Survey Methods

Hydrographic survey shall be performed by using Single beam Echo sounding equipment with Differential Global Positioning System (DGPS) both with an accuracy which ensures that the requirements of the contracts are achieved. These surveys shall be carried out if weather and sea conditions, condition of equipment and methods of execution and interpretation are in the opinion of the Engineer satisfactory for the purpose. Port is not responsible for the delay in carrying out pre & post dredge survey due to weather conditions or failure in survey equipments.

The Engineer's representative may resolve to check sounding by means of other methods to measure water depths such as sounding poles or lead lines. The Engineer's representative may also order calibration checks of the equipment as and when considered necessary. The position, whether determination by electronic or optical methods should be regularly checked by reference to onshore transit marks at some point along the survey line. Echo sounding shall be checked and calibrated at least daily before and after use, by means of bar or plate suspended at known distance below the water surface. Checking shall be performed at actual location of the surface and the Engineer's representative may require additional checks during surveying. Adjustments to the recordings / readings taken shall be made accordingly. The Echo Sounder shall maintain a repeatable accuracy of better than 0.01m.

All field books, calculations, maps, original records, survey tracks and as run plots etc. of all survey activities shall be kept on site available for the Engineer's representative study or checking for the duration of the contract.

Sounding grid for alongside the berth basin and channel will be 20 mtrs. x 10 mtrs. All survey lines shall be extended a minimum distance of 30 mtrs. beyond the toe line wherever possible.

5.0 SEDIMENTATION IN DREDGED AREA

The Contractor shall be responsible for removal of any sedimentation during the dredging operation.

6.0 OVER DREDGING

Over dredging is dredging deeper than the design dredge level plus the lower vertical dredging tolerance. This means that over dredging is deeper than the designed dredging. Over dredging shall not be permitted near the piles forming the part of the Mooring Dolphins.

Should the Contractor wish to perform over dredging in the remaining dredge areas to allow for extra sedimentation arising either from his own operations or from natural phenomena, he shall request the approval of the Engineer's representative for such over dredging. Approval will not be given unless the Contractor can prove, to the full satisfaction of the Engineer, that the over dredging in question will not endanger the channel slope stability. The Contractor will not be entitled to payment for the extra material dredged.

7.0 DISPOSAL TOLERANCES

All dredged material shall be dumped evenly within the specified limits of the sea disposal area as indicated in the tender.

Should dredged material be dumped outside of the specified limits, the Contractor shall follow the instructions of the Engineer's Representative to rectify the matter at no extra cost to the Employer.

8.0 Drawing

Hydrographic survey drawings produced by the Third Party Surveyor during the course of the work and for work-executed purposes shall be to a scale of 1:2000 contours drawn at 0.5m intervals, and depths taken at approximately 10m intervals along cross-sections.

CONTRACTOR

Verification of the RL of the deposited material shall be the responsibility of the Contractor. This data shall be submitted to the Engineer on a weekly basis.

9.0 PLANT AND EQUIPMENT

The survey for carrying out the pre dredge and post dredge survey will be carried out by a Third Party surveyor along with the witness. The Third party surveyor will provide the equipment including the launch for carrying out the surveys. The survey can be witnessed by the Contractor and the Engineer's representative. Port will bear the cost of Third Party Surveyor engaged for carrying out the Pre and Post dredge survey.

However intermediate survey will have to be carried out by the Contractor alongwith the arrangement for survey vessel and equipment at his own cost.

9.1 Navigation

9.1.1 General

The Contractor shall make all necessary arrangements for temporary removal and replacement of any authorised buoys or piles that may obstruct the operations. The removal and reinstatement of all authorised or licensed buoys or piles will be carried out at full cost to the Contractor.

The dredger and other plant, including all stakes, buoys and pipeline used by the Contractor, shall display the correct navigation signals and shall be clearly marked and lit at night to the satisfaction of the Harbour Master.

9.1.2 Temporary Lights

The Contractor shall provide such temporary navigation lights and floating buoys on all plant, anchor ropes and works as may be required by the Harbour Master.

9.1.3 Minimum Interference with Navigation

In cases of works that involve disruption to any shipping that will be using the harbour/channel/wharf, all works shall be carried out with minimum interference to navigation and in accordance with the directions of the Harbour Master.

9.1.4 Navigation Requirement

CONTRACTOR

Dredging shall be organised so that dredging plant is so positioned as to allow the normal passage of vessels to the satisfaction of the Harbour Master.

Navigation signals, lights and warning markers shall be provided and maintained on floating plant, submerged pipelines, anchors and any other equipment placed by the Contractor to the satisfaction of the Harbour Master. Any floating pipeline shall be controlled to ensure the least obstruction to the movement of vessels.

The Contractor shall prior to the establishment of plant on site notify the Harbour Master and the Engineer of his proposed programme and methods. The Contractor shall be responsible for providing the Harbour Master and Engineer with details of any changes to the programme and methods, after approval by the Engineer.

9.1.5 Oil Spillage

Oil spill response equipment shall be provided on the Site in sufficient quantity to cope with the maximum fuel load of the dredging equipment and associated plant.

10.0 DIVING

Should any diving work be carried out during the Contract, this shall be in accordance with the requirements of Mormugao Port Trust and Statutory Authorities. The cost of this diving works will be borne by the contractor.

11.0 CLEARING AND TOP SOIL REMOVAL

The Contractor shall complete the clearing of the excavation and deposition areas within the limits of the contract shown on the Drawings or as directed by the Engineer such that all trees and shrubs stumps logs and all obstructions and rubbish of every description are removed. Some areas may have been cleared by others prior to the contract commencing. No payment shall be made for areas cleared by others. The vegetation within the deposition area shall be cut off level with the natural ground taking care that the surface root system is not disturbed. The Contractor shall be responsible for additional clearing necessary for his own storage, access and work areas in locations only as approved by the Engineer.

Initially all felled and cleared items shall be windowed to a site as directed by the Engineer. All timber, rubbish and other combustible waste material shall be burnt in areas approved by the Engineer or otherwise removed from the area of the 'Works in a manner approved in writing by the Engineer. After burning, all remaining material shall be removed from the site and the ashes levelled to the satisfaction of the Engineer. The Contractor shall obtain all necessary permits applicable and pay all associated fees. Any

CONTRACTOR

vegetation allowed to fall outside the works area shall be removed by the Contractor at his own expense.

12.0 EXCAVATION AND DREDGING WORKS

Dredging is to be undertaken in accordance with the Drawings and as directed.

The Contractor shall supply to the Engineer, at the end of each week following the commencement of dredging, all of the daily or shift log sheets. The log sheets shall cover all works carried out during that week and include, but not necessarily be limited to, no and main technical specifications of dredgers, periods of working of dredgers, details of dredging progress, times for setting anchors, details of breakdowns, and other interruptions which might affect the time for completion. The daily or shift log shall also record an estimate of the quantity of material excavated or dredged.

The daily or shift log sheets shall be signed at the end of each week by both the Contractor's Dredge Master for all dredging works, the Contractor's site representative for all other works, and a representative of the Engineer. The signature of the Engineer's representative on these log sheets is for the purpose of indicating that the sheets have only been seen and is not for the purpose of confirming the accuracy or otherwise of any information contained therein.

* * * * *

CONTRACTOR

SECTION - VI
SAMPLE FORMS

SECTION - VISAMPLE FORMS

TABLE OF FORMS

Sl.No	Topic	Page No.
1.	Bid Form	62
2.	Price Schedule	63
3.	Bill of Quantities	64
4.	Proforma for Bank Guarantee for Earnest Money Deposit	65
5.	Agreement Form	67
6.	Performance Security Form	69
7.	Qualification Requirements	72
8.	Details of the Dredgers proposed for deployment	73
9.	Vender Registration Form consisting details of (PAN,GST, Bank Details etc.,) of the bidder along with supporting document should be submitted along with Cover-A.	80
10.	Integrity Pact	81

CONTRACTOR

SECTION - VISAMPLE FORMSNotes on the Sample Forms

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

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

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

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

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

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

The Details of the Dredgers/crafts proposed for deployment duly filled in should be submitted along with the Techno-Commercial Bid.

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

Integrity Fact.(As per Proforma)

CONTRACTOR

1. Bid Form

Date:

To:

The Dredging Corporation of India Limited,
Corporate Office, Main road, HB Colony,
Seethammadhara, Visakhapatnam - 530 022.

Gentlemen:

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

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

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

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

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

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

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

Dated this _____ day of _____ 2020 _____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

CONTRACTOR

2. PRICE SCHEDULE

PREAMBLE TO PRICE BID

1. The items given in the Bill of Quantities are for CHARTERING OF DREDGER ON CUBIC METER BASIS FOR MAINTENANCEDREDGING AT MORMUGAO PORT FOR THE YEAR 2020-21
2. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
3. No other charges, other than those specified in the tender conditions shall be payable.
4. The rates to be quoted should be inclusive of Fuel, Lube oil, men and material, watch keeping, repair cost, spares cost, idle time charges, all taxes but excluding GST.

CONTRACTOR

3.0 BILL OF QUANTITIES

Name of the work: "CHARTERING OF DREDGER ON CUBIC METER BASIS FOR MAINTENANCE DREDGING AT MORMUGAO PORT FOR THE YEAR 2020-21"

Sl. No	Description	Estimated Quantity in M ³	Unit	Rate per Cum in (Rs)	Total Amount (Rs)
1	Carrying out Maintenance dredging of Navigational Channel, approach to and alongside of berth nos. 4, 5A, 6A, 7, 8, 10, 11, Breakwater and Mole berths, Inner Turning Circle, Outer Turning Circle, Outer Channel from A1 to A5 areas, Mooring dolphins MD1 To MD3 areas including ancillary equipment and dumping the dredged spoil in the designated offshore dumping area including mobilization & de-mobilization of dredger, fuel, repairs, spares etc., complete excluding GST.	20,00,000	Cum		
2	Idle Time Charges of TSHD	-----	Per Hour or Pro-rata		
3	Total amount excluding GST @ 18%				

Note : L-1 contractor shall be decided basing on overall lowest rate/amount quoted.

CONTRACTOR

4. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To
 The Dredging Corporation of India Limited,
 Corporate Office, Main road, HB Colony,
 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, Corporate office, Main Road, HB Colony, Seethammadhara, Visakhapatnam - 530022 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...../- (Rupeesonly) 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 submit the Performance Security /execute the Agreement.

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

CONTRACTOR

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 upto 120 days from the date of submission of 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)

CONTRACTOR

5. 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
 - The Tender submitted by the Contractor
 - Instructions to Tenderer
 - Conditions of Contract
 - Specification for the Works

CONTRACTOR

- 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:

Signature:

Name :

Name :

Designation :

Designation :

Seal :

Seal :

In the presence of

Witness

Signature

Signature

Name & Address:

Name & Address:

CONTRACTOR

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

Bank Guarantee No.

Date

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

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI - 110 091, India (herein after called the "DCI") having agreed to exempt M/s having its Registered Office at(herein after called the said "Contractor" from the demand under the terms and conditions of an Agreement / Contract / Work Order 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's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due

CONTRACTOR

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 not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We further
(Indicate name of the Bank)

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

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

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

CONTRACTOR

The performance security will be discharged by the DCI and returned to the Contractor not later than 60(Sixty) days following the date of completion of the Contractor’s performance obligations, including any warranty obligations, clearance offinal bill, under the contract.

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

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

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

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

Dated theday of2020.

CONTRACTOR

7. Qualification Requirements

(Referred to in Clause 11.2 of ITB)

A) Financial Qualification:

The bidder should furnish

- i) Audited balance sheet for the last three years as required under Clause 7.2.4 of ITB.

B) Technical Qualification:

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

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

8. Details of the Dredger proposed for Deployment

1. Name of the TSHD :
2. Name of the owner :
3. Builder's name and Address :
4. Year of built :
5. Main dimensions :
 - Length :
 - Breadth :
 - Depth :
 - Draft :
6. Make & Model of Engine :
7. Horse Power of Engine :
8. Particulars of registry of Dredger and year of registry. :
9. Average loaded speed in Knots (in case of TSHD) :
10. Maximum Loaded draft :
11. Registration Certificate :
12. Communication system held in Operational condition on board. :
13. LSA(Life Saving Appliances)& FFA (Fire Fighting Appliances) :
14. Place where the Dredgers/crafts is presently available :

NOTE: (1) If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the Dredgers/crafts should be submitted on stamp paper duly notarized along with Tender.

CONTRACTOR

SECTION - VII
CHECK LIST FOR
TECHNO-COMMERCIAL BID

CONTRACTOR

SECTION - VIICHECK LIST FOR TECHNO- COMMERCIAL BID

1. A Bid Form except the Price Schedule
2. A list of works tendered for and in hand/being executed as on the date of submission of tender.
3. A detailed list of vessels / equipment available with the tenderer and which are proposed for deployment for the work.
4. Details of TSHDs or any other kind of equipment/dredgers with suitable dredging methodology.
5. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - Audited balance sheet for the last three years;
 - Certificate from Employers for having successfully completed works of similar nature. ----
 - The certificate should include the following information:
 - Brief description of the work
 - List of equipments deployed
 - Contract amount
 - Time limit for completion
 - Whether the work has been completed within the stipulated time.
 - Whether any liquidated damages have been levied.
6. Earnest money deposit in the form of
 - e- challan
 - Bank Guarantee
7. PAN Number
8. Registration with Provident Fund Authorities
9. Vender Registration Form
10. Integrity Pact: The Integrity Pact has been included to the subject Tender and is to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 2 (Two) as per the Form 10. This Integrity Pact will form part of the Tender Document
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, lace of registration and principal place of business of the company or firm or partnership.

CONTRACTOR

13. Information regarding any current litigation in which the tenderer is involved.
14. Copies of original certificates of registration etc. of the Dredgers/crafts proposed to be offered to DCI including copy of the existing insurance policy covering the Hull, crew and third party.
15. Copy of clear title of the ownership of the Dredgers/crafts If the tenderer is not the owner of the Dredgers/crafts, necessary documents in support of the authorization granted by the owner of the Dredgers/crafts to the tenderer to offer and operate the Dredgers/crafts by the tenderer. (This authorization shall be executed on a stamp paper duly notarized).
16. The bidder shall have to give a Certificate as specified in Clause 27 of GCC.
17. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.

PROFORMA

Date:

To
The Dredging Corporation of India Limited,
Corporate Office, Main road, HB Colony,
Seethammadhara, Visakhapatnam - 530 022.

Sir,

Sub: CHARTERING OF DREDGER ON CUBIC METER BASIS FOR
MAINTENANCEDREDGING AT MORMUGAO PORT FOR THE YEAR 2020-21

A. With reference to your Tender No.DCI/HO/OPS/MPT/CHARTERING/2020,dtd: 20.07.2020 and as per Clause No.7.2.16 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.....

Thanking you,

Yours faithfully,

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

CONTRACTOR

PROFORMA

Date:

To
The Dredging Corporation of India Limited,
Corporate Office, Main road, HB Colony,
Seethammadhara, Visakhapatnam - 530 022.

Sir,

Sub: CHARTERING OF DREDGER ON CUBIC METER BASIS FOR
MAINTENANCEDREDGING AT MORMUGAO PORT FOR THE YEAR 2020-21

- A. With reference to your Tender No.DCI/HO/OPS/MPT/CHARTERING/2020,dtd: 20.07.2020 and as per Clause No.7.2.17 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. 7.2.18 of Instructions to Bidders of Contract, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

CONTRACTOR

PROFORMA

Date:

To
The Dredging Corporation of India Limited,
Corporate Office, Main road, HB Colony,
Seethammadhara, Visakhapatnam - 530 022.

Sir,

Sub: CHARTERING OF DREDGER ON CUBIC METER BASIS FOR
MAINTENANCEDREDGING AT MORMUGAO PORT FOR THE YEAR 2020-21

A. With reference to your Tender No.DCI/HO/OPS/MPT/CHARTERING/2020,dtd:
20.07.2020 and as per Clause No.7.2.19 of Instructions to Bidders of Contract, 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.

CONTRACTOR

9. VENDOR REGISTRATION FORM**1. Vender Details**

a) Name of the Vendor :

b) Address :

c) Place of Registration :

d) Principal place of business :

e) Email ID :

f) Contact No. :

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

a) PAN No. :

b) GSTIN :

c) Type of Vendor : Registered / Unregistered / Composite Dealer
(Tick whichever is applicable)**3. Bank Details (Copy of cancelled cheque needs to be attached)**

a) Bank Name, Branch & City :

b) Bank Account Number :

c) IFSC :

CONTRACTOR

10) INTEGRITY PACT (FORM 10)**INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT**

1. As per GCC Clause 29 of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
2. Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
 - 2.1 The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:
 "This stamp paper is an integral part of the Integrity Pact executed by us for _____ *[Insert the name of the package]* Package and Specification Number *[Insert Specification Number: package]*" **[Sample is given overleaf]**
 - 2.2 In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:
 "The Integrity Pact executed by us for *[Insert the name of the package]* Package and Specification Number *[Insert Specification Number of the package]* is enclosed herewith" **[Sample is given overleaf]**
3. Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
4. All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
5. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.
6. The Bidder shall not change the contents of the Integrity Pact.
7. Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

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

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

CONTRACTOR

Rs. 100/- Non-judicial Stamp paper

INTEGRITY PACT

Between

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

And

(_____) hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for the tender No. DCI/HO/OPS/MPT/CHARTERING/2020, dated:20.07.2020. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section I - Commitments of the Principal:

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or other benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and fairness. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all know prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

CONTRACTOR

- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of Foreign Principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the India Agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as Annexed and marked as Annexure.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts:

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section - 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" will be followed.

Section 4:- Compensation for Damages.

CONTRACTOR

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid security.
2. If the Principal has terminated the contract according to Section-3, the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression.

1. The Bidder shall declares that no previous transgressions occurred in the last three with any other company in any country confirming to the anti corruption approach or with any Public Sector Undertakings / Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment to all Bidders/Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment inconformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.
3. The principal will disqualify from the tender process all bidders who does not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer (CVO).

Section 8: Independent External Monitor(s).

1. The Principal appoints competent and credible Independent External Monitors (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.

CONTRACTOR

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all the project documents of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties Offer to the Monitor the option to parties in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.
7. The Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the DCIL Board.
8. If the Monitor has reported to the Chairman, DCIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman, DCIL has not, within the reasonable time taken visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Contractor 08 Months after the last payment under the contract, and for all other Bidders 08 months after the contract has been awarded.
2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is

CONTRACTOR

discharged / determined by the Chairman of DCIL.

Section 10: Other provisions.

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty/Guarantee etc. shall be outside the purview of Monitors
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.
- 7.

(For & On behalf of Principal)

(Office Seal)

Place: _____

Date: _____

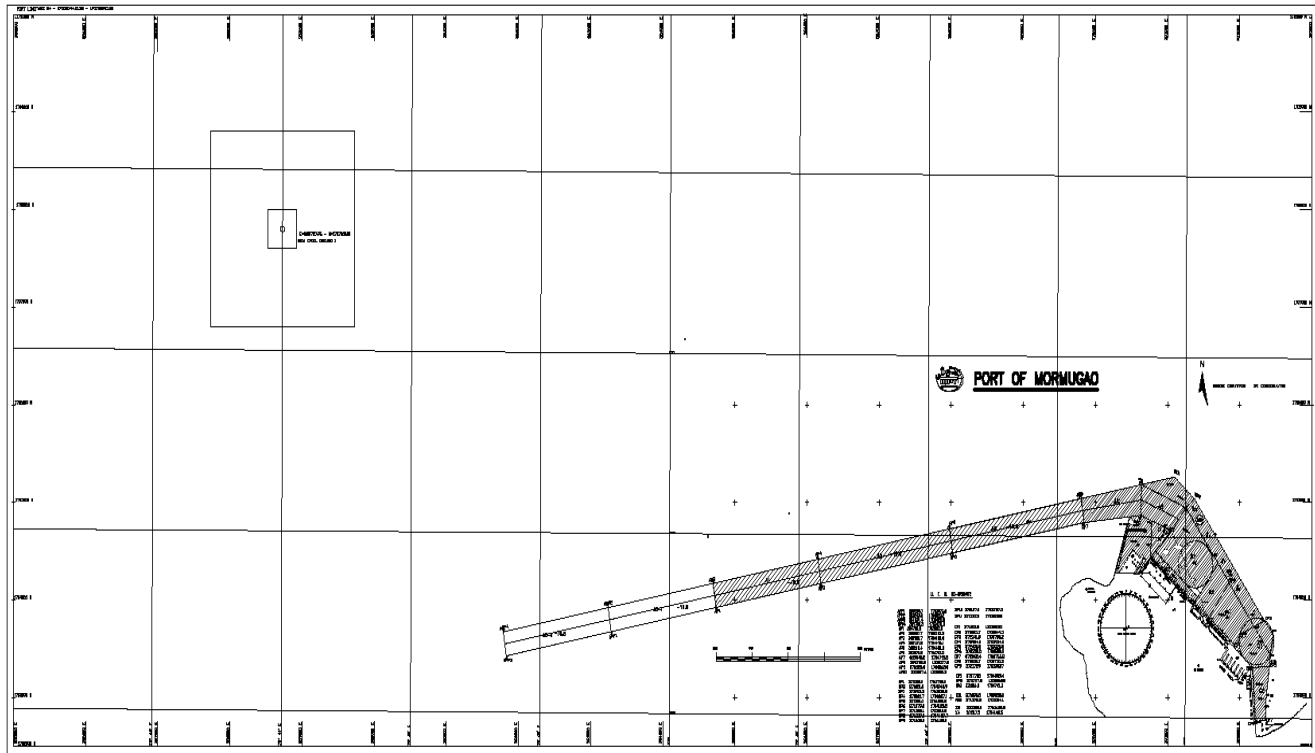
(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness 1 : _____
(Name & Address)

Witness 2 : _____
(Name & Address)

CONTRACTOR



CONTRACTOR