

**DREDGING CORPORATION OF INDIA LIMITED**

ड्रेजिंग कॉर्पोरेशन ऑफ इंडिया लिमिटेड

परियोजना कार्यालय: हल्दिया

**PROJECT OFFICE: HALDIA**

डीसीआई / एचएएल / ऑपरश/सं:एल:-III/मैनिंग/2020-21

दिनांक

Ref: DCI/HAL/OPS/SL-II/MANNING/CORR-1/2020-21

Date: 02.11.2020

**ADDENDUM / CORRIGENDUM # 1**

**Sub:** TENDER FOR “PROVIDING / SUPPLY, MANNING ,AND OPERATING OF DCI SURVEY LAUNCH-III FOR CARRYING OUT HYDROGRAPHIC SURVEYS IN JELLINGHAM,HALDIA ANCHORAGE,EDEN, AUCKLAND BARS AND SAGAR AT HALDIA/VARIOUS PORTS IN INDIA.

Ref: Tender no. - DCI/HAL/OPS/SL-II/MANNING/2020-21 date: 19.10.2020

Followings are addendum/changes to the tender cited bellow.

| Tender Ref.                                      | Original Description(For)   | TO READ   |
|--|---|---|
| <b>Pre-Qualification Criteria.</b>               |   |   |
| <b>Pre-Qualification Criteria</b><br><br>Page- 5 | Three similar completed works (Providing manning for inland vessels / port crafts / for any Government body / Port Sector / Semi-Government / Autonomous bodies) each costing not less than the amount of Rs. <b>45.04</b> Lakhs OR | Three similar completed works (Providing manning for inland vessels / port crafts / for any Government body / Port Sector / Semi-Government / Autonomous bodies) each costing not less than the amount of Rs. <b>22.52</b> Lakhs OR |
|  | Two similar completed works (Providing manning for inland vessels / port crafts / for any Government body / Port Sector / Semi-Government / Autonomous bodies) each costing not less than the amount of Rs.28.15 Lakhs OR           | Two similar completed works (Providing manning for inland vessels / port crafts / for any Government body / Port Sector / Semi-Government / Autonomous bodies) each costing not less than the amount of Rs.28.15 Lakhs OR           |
|  | One similar completed work (Providing manning for inland vessels / port crafts / for any Government body / Port Sector / Semi-Government / Autonomous bodies) costing not less than the amount of Rs. <b>22.52 Lakhs</b>            | One similar completed work (Providing manning for inland vessels / port crafts / for any Government body / Port Sector / Semi-Government / Autonomous bodies) costing not less than the amount of Rs. <b>45.04 Lakhs</b>            |

All other terms &amp; conditions of the above referred tender shall remain unchanged. Yours faithfully

For Dredging Corporation of India Ltd  
Project-in-charge

**DREDGING CORPORATION OF INDIALIMITED**



ड्रेजिंगकार्पोरेशनऑफ़इण्डियालिमिटेड

परियोजनाकार्यालय: हल्दिआ

**PROJECT OFFICE: HALDIA**

डीसीआई / एचएएल / ऑपरश/सं:एल:-III/मैनिंग/2020-21

दिनांक

Ref: DCI/HAL/OPS/SL-II/MANNING/2020-21

Date: 19.10.2020

**Sub: TENDER FOR “PROVIDING / SUPPLY, MANNING ,AND OPERATING OF DCI SURVEY LAUNCH-III FOR CARRYING OUT HYDROGRAPHIC SURVEYS IN JELLINGHAM,HALDIA ANCHORAGE,EDEN, AUCKLAND BARS AND SAGAR AT HALDIA/VARIOUS PORTS IN INDIA.**

**DUE DATES:**

- 1 Issue of Tenders : 21.10.2020 to 04.11.2020 up to 1700Hrs.
- 2 Last date of receipt of Tenders 05.11.2020 up to 15:00Hrs.
- 3 Opening of Techno commercial Bids (Cover A) : 05.11.2020 at 15:30hrs.

**DREDGING CORPORATION OF  
INDIALTD.DREDGE FLAT NO. B/3, CPT  
QUARTERS,  
NIMAK MAHAL ROAD, KOLKATA - 700043.**

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# **SECTION I**

## **INVITATION FOR BIDS (IFB)**

**DREDGING CORPORATION OF INDIA LIMITED**  
**H.P.S.U. Building, Township:: HALDIA**

DCI/HAL/OPS/SL-II/MANNING/2020-21

DATE: 00.00.2020

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

Sealed Tenders are invited in two covers (i.e.) Cover-A “Techno-Commercial Bid”, Cover-B “Price Bid” by DREDGING CORPORATION OF INDIA LIMITED, HALDIA from experienced Manning contractors / Fleet owners for “Providing / Supply, manning and operating of DCI Survey Launch-III for carrying out Hydrographic Surveys in Haldia Port waters”/various ports in India.

1. Name of Work : “Providing / Supply, manning and operating of DCI Survey Launch-III for carrying out Hydrographic Surveys in Haldia Port waters”/various ports in India.
2. Period of Contract : Two years from the date of placing of Work Order (Extendable for one more year).
3. Earnest Money Deposit : Rs. 56,000/-(Rupees Fifty nine Thousand only) by NEFT/RTGS only
4. Issue of Tenders : 21.10.2020 to 04.11.2020 up to 17:30 Hrs from the website of Dredging Corporation of India Limited .
5. Last date of receipt of Tenders : 05.11.2020 up to 1500 Hrs from the website of Dredging Corporation of India Limited.
6. Opening of Techno-Commercial Bids : 05.11.2020 at 15:30 Hrs in the Regional Office at Kolkata. FLAT NO. B/3, CPT QUARTERS, NIMAK MAHAL ROAD, KOLKATA - 700043.
7. Cost of Tender Documents : Rs.1,180/- (Rupees One Thousand One hundred and eighty only (Non-refundable) by NEFT/RTGS only.
8. DCI current A/C details. : DCI Current Account No. 35833070000014.  
Bank name: Syndicate Bank.  
Branch Name: DCI LTD PORT AREA BRANCH,  
Visakhapatnam – 530001 (India).  
IFSC / RTGS No: SYNB0003583.  
SWIFT Code No. SYNBINBB032

- Cost of tender paper/EMD:-To be submitted through NEFT/RTGS only and copy of electronic receipt/UTR to be enclosed with the tender, or in the form of Bank Guarantee as per format provided in the tender only for cost of EMD.

### **Pre-Qualification Criteria:**

1. Experience of having successfully completed similar works (need to define similar works) 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:
  - Three similar completed works (Providing manning for inland vessels / port crafts / for any Government body / Port Sector / Semi-Government / Autonomous bodies) each costing not less than the amount of Rs. **45.04** Lakhs OR
  - Two similar completed works (Providing manning for inland vessels / port crafts / for any Government body / Port Sector / Semi-Government / Autonomous bodies) each costing not less than the amount of Rs.**28.15** Lakhs OR
  - One similar completed work (Providing manning for inland vessels / port crafts / for any Government body / Port Sector / Semi-Government / Autonomous bodies) costing not less than the amount of Rs. **22.52 Lakhs**.
2. Average Annual financial turn over during the last 3 years ending 31<sup>st</sup> March 2020 should be at least Rs.**16.89** Lakhs  
Interested eligible Tenderers may obtain the Tender documents from DCI website only

The detailed NIT and complete Tender Document is hosted on web site [www.tenders.gov.in](http://www.tenders.gov.in) [www.dredge-india.com](http://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. Rs.1, 050.00 (Rupees one Thousand Fifty only) to be submitted through NEFT/RTGS and copy of electronic receipt /UTR shall be submitted with technical bid. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, counter clause, condition/conditions, 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 of Tender Documents only on DCI Website.
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.
6. DCI will not responsible for any local and political problems at any way.

**PROJECT IN CHARGE**  
**DREDGING CORPORATION OF INDIA LTD.**  
**TOWNSHIP:: HALDIA. PURBA**  
**MEDINIPUR. WEST BENGAL (INDIA)**  
**TELEPHONE NO. 03224-253983**  
**E – MAIL ID: [pohaldia@dcil.co.in](mailto:pohaldia@dcil.co.in)**

**SECTION II**  
**INSTRUCTIONS TO BIDDERS**

**(ITB)**



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## **SECTION II.**

### **INSTRUCTIONS TO BIDDERS**

(ITB)

#### **A. Introduction**

##### **1. Eligible Bidders**

1.1 This Invitation for Bids is open to all manning Contractors and fleet owners 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).

1.3 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.

1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI's Clients in accordance with ITB Clause 31.1.

##### **2. Cost of Bidding**

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

#### **B. The Bidding Documents**

##### **3. Content of Bidding Documents**

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

- a) Instructions to Bidders (ITB)
- b) General Conditions of Contract (GCC)
- c) Special Conditions of Contract (SCC)
- d) Technical Specifications

e) Sample Forms containing the following:

- Bid Form
- Price Schedules
- Proforma for Bank Guarantee for Earnest Money Deposit
- Agreement Form
- Performance Security Form
- Qualification Requirements

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

#### **4. Clarification of Bidding Documents**

4.1 A prospective Bidder requiring any clarification of the bidding documents may notify the DCI in writing at the DCI's address indicated in the Invitation for Bid. The DCI will respond in writing to any request for clarification of the bidding documents, which it receives not later than seven (7) days prior to the deadline for the submission of bids prescribed in ITB Clause 17.1. Written copies of the DCI's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have purchased the bidding documents.

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

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

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

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

## **C. Preparation of Bids**

### **Language of Bid**

**6.**

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

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

7.1 The Bids shall be in Two Cover System consisting of

- 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 the similar works tendered for and in hand/being executed as on the date of submission of tender.

7.2.3 A detailed list of manpower i.e. Inland Master / Navigational Watch keeping officers, Engine Drivers with valid certificates issued by MMD available with the tenderer and proposed for deployment for the work under consideration.

7.2.4 Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31<sup>st</sup> March'2016.

7.2.5 Earnest money deposit to be submitted by NEFT/RTGS and copy of electronic receipt/UTR to be enclosed or Bank Guarantee furnished in accordance with ITB Clause 12.

7.2.6 PAN Number issued by Income Tax Authorities.

7.2.7 G.S.T. Registration Number.

7.2.8 Registration with Provident Fund Authorities.

7.2.9 Power of Attorney on stamp paper, in favor of the person authorized to sign the tender document.

7.2.10 Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.

7.2.11 Information regarding any current litigation in which the tenderer is involved

7.2.12 Copies of original certificates of Inland Master / Navigational Watch keeping officers, Engine Drivers issued by MMD proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the Crew and Third Party.

7.2.13 Check list for Techno-Commercial Bid

7.2.14 Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.

DCI reserves its right to seek any other details / documents to ascertain the competence of the tenderer. If the tenderer is not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.

7.2.16 Annexure I to IV (e-banking details, litigation etc) to be attached.

## **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**

9.1 The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and include it in the cover containing the **“Price Bid”- (Cover B)** and properly sealed.

9.2 The bidder shall quote his prices only in Price Schedule furnished in the bidding document and enclose it in the Price Bid. The bidder should not indicate the prices anywhere directly or indirectly in the **“Techno Commercial Bid”**. Any such offer or indication shall disqualify the bidder.

Similarly, the Price Bid should not contain any conditions. Conditional tenders are liable for summary rejections.

9.3 In case the launch is under breakdown for a long time then the manpower will be reduced in 50% of its original i.e. man power will be one no master, one no engine driver and two nos. of lascar. Accordingly payment will be reduced in 50% as per BOQ.

9.4 During the inspection of V/L if it will found any absence of manpower, DCI official have right to write the shortfall of manpower according payment will be deducted .

**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 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 manpower proposed to be engaged / deployed 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 of Rs. 59,000/- (Rupees Fifty nine Thousand only) by the way of NEFT/RTGS and copy electronic receipt/UTR or Bank Guarantee drawn from any Scheduled or Nationalised bank 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 in the form of NEFT/RTGS or bank guarantee shall be valid for thirty (30) days beyond the validity of the bid.

12.4 Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 21.

12.5 Unsuccessful bidder's earnest money deposit will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the DCI pursuant to ITB Clause 13 without interest.

12.6 The earnest money deposit may be forfeited:

(a) If a Bidder:

(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or

(ii) does not accept the correction of errors pursuant to ITB Clause 21.2; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 29; or

(ii) to furnish performance security in accordance with ITB Clause 30.

### **13. Period of Validity of Bids**

13.1 The Tenderer should keep open the validity of the Bid for 120 days from the date 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 by DCI is made before the expiry of the initial validity period of 120 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.

13.2 In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 12 shall also be suitably extended.

### **14. Format and Signing of Bid**

14.1 Special care shall be taken to write the rates in figures as well as in words in the price schedule such a way that no interpolation is possible. In case of figures words "Rupees" should be written before and words, "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 "Providing / Supply, manning and operating of DCI Survey Launch-III for carrying out Hydrographic Surveys in Haldia Port waters (Jellingham, Haldia Anchorage, Eden, Auckland bars and sagar) at Haldia /various ports in India" to be submitted on or before 1500 Hrs on 05.11.2020.

15.2 The Price Bid containing only tendered amount is required to be put in another sealed cover super scribed with the words - **Cover-B** "Price Bid" for the work "Providing / Supply, manning and operating of DCI Survey Launch-III for carrying out Hydrographic Surveys in Haldia Port waters (Jellingham, Haldia Anchorage, Eden , Auckland bars and Sagar) at Haldia/various ports in India" to be submitted on or before 1500 Hrs on 05.11.2020.



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 coversuper scribed with the words "Providing / Supply, manning and operating of DCI Survey Launch-III for carrying out Hydrographic Surveys in Haldia Port waters (Jellingham, Haldia Anchorage, Eden, Auckland bars and Sagar) at Haldia/various ports in India "to be submitted to the Project in charge, Dredging Corporation of India Limited, NimakMahal Road, Kolkata on or before 1500 Hrs on 05.11.2020**

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) not later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for the DCI, the bids will be received up to the appointed time on the next working day.

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:**

17.01 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.
- 18.2 The Bidder cannot enter any new clause in anywhere the tender documents.

### **E: Opening and Evaluation of Bids**

#### **19. Opening of Bids by DCI**

19.1 The DCI will open all the outer covers containing both sealed Covers A and B of the bids and the Cover "A" Techno-Commercial Bids only in the presence of bidder's representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.

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

19.3 The bidder 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.

19.4 Evaluation will be done 792 days for operation day and 304 for non operation day.

## **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 and cost of the tender deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

21.2 The DCI may waive any minor informality, 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 24), and Taxes and Duties (GCC Clause 26), Performance Security (GCC Clause 5), and Force Majeure (GCC Clause 18) will be deemed to be a material deviation. The DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.

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

## **22. Evaluation and Comparison of Bids**

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

22.2 In case of emergency the date and time of opening of Cover B - Price Bid, may be open before one month after Cover-A opening in the discretion of DCI.

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.

The decision of the Project in charge DCI, Haldia will be final.

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

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

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

## **F. Award of Contract**

### **24. Post –qualification**

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

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

### **25. Award Criteria**

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

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

Initial contract period is for Two years. One month before expiry of the contract, the tenderer shall be informed by written notice to extend the contract for a further period of one year with same rates, terms and conditions. DCI reserves right to extend / curtail the period of contract and decision in this matter will be final, binding on the Contractor and will not subject to the Arbitration.

Contractor has to execute the work as per rates quoted in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document.

In case of curtailment of the contract period at any stage, the tenderer shall be

informed of the same in advance by serving a 7 days notice of termination. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 7 days notice by the project office, Haldia if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.

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

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

**28. Notification of Award**

28.1 Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing 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 prescribed format provided in the Bidding Document. 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**

31.1 The DCI requires that the Bidders/Contractors observe the highest standard of ethics during the execution of contract. In pursuance of this policy, the DCI:

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

“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 “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; 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; 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 item of bill of quantities, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.

32.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.

32.4 All Signatures in the Document shall be dated.

32.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.

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

32.7 All correspondences must be made to the Project office, Haldia where the services of manning and operating DCI Survey Launch -VIII are to be provided.

32.8 If any corrigendum/ addendum regarding the subject tender work, DCI will publish the same only on website & [www.tenders.gov.in](http://www.tenders.gov.in) till one day before last date of submission. Tenderers are requested to see the website accordingly.

# **SECTION III**

GENERAL CONDITIONS OF CONTRACT

(GCC)

**SECTION III.****GENERAL CONDITIONS OF CONTRACT****(GCC)****TABLE OF CLAUSES**

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## **SECTION III**

### **GENERAL CONDITIONS OF CONTRACT**

#### **(GCC)**

#### **1. Definitions**

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

1.1.1. "Corporation" means the Dredging Corporation of India Limited (DCIL)

1.1.2. "Chairman and Managing Director (CMD)" means the Chairman and Managing Director of DCI.

1.1.3. "The Contract" means the agreement entered into between the DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.1.4. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

1.1.5. "The Contractor" means the individual or firm or company supplying the Services under this Contract and **named in SCC**.

1.1.6. "The Services" means all of the services, which the Contractor is required to supply to the DCI under the Contract.

1.1.7. "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".

1.1.8. "Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.

1.1.9. "Engineer" means the DCI's official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.

1.1.10. "Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.

1.1.11. "Contractor" means the person or persons, firm or company whose tender / offer has been accepted by the DCI and includes the Contractor's Representatives, heirs,

successors and assigns, if any permitted by the DCI.

1.1.12. "Excepted Risks" are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).

1.1.13. "GCC" means the General Conditions of Contract contained in this section.

1.1.14. "SCC" means the Special Conditions of Contract.

1.1.15. "Day" means calendar day.

1.1.16. "Month" means the English calendar month.

1.1.17. "Singular/Plural" Word importing the singular only, also includes the plural and vice-versa where the context so requires.

1.1.18. "The heading /Marginal Notes" in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

## **2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in this and other parts of the Contract.

## **3. Standards**

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

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

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

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

4.1.1 The Indian Contract Act, 1872

4.1.2 The Major Port Trust Act, 1963

4.1.3 The Workmen's Compensation Act, 1923

4.1.4 The Minimum Wages Act, 1948

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

4.1.6 The Dock Workers' Act, 1948

4.1.7 Inland Vessels Act 1971

4.1.8 The Indian Arbitration and Conciliation Act (1996)

4.2 **Contractor to Execute Contract Agreement:**

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

4.3 **Interpretation of Contract Document – Engineers' Power**

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

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

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

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

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing crew including Inland Masters / Navigational Watch Keeping Officers, Engine Drivers, supervisor thereof, transporting to and from the site and in and about the work, including lodging and boarding, watch-keeping etc., payment of duties, taxes excluding Service tax to the appropriate authorities.

**Contractor is Responsible for safety of the DCI Survey Launch –III including crew, Surveyors and equipment:**

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. If it found any lapses for documents keeping, reports keeping, cleaning of the V/L or any other etc. DCI have rite to deduct amount against the running bill. Dock entry pass will arrange by the bidder at own cost. DCI will not responsible any Dock entry pass.

**4.6 Contractor to Supervise the Works**

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

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

The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the DCI against claim for injury, loss or damage caused by the Contractor in connection with the execution 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. Dock entry pass will arrange by the bidder at own cost. DCI will not responsible any Dock entry pass.

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

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

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

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

4.9.3 Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.

4.9.4 Damage / injury caused to waterway and bridge on account of the movement of DCI Survey Launch –III in connection with the work.

4.9.5 Pollution of waterway and damage caused to river, lock, sea wall or other structures related to waterway, in operating DCI Survey Launch –III.

4.9.6 The Contractor is responsible for manning and operating the Survey Launch as per the directives / instructions of the Project in charge, or authorized officers of DCI for carrying out Hydrographic Surveys at Jellingham, Haldia Anchorage, Eden , Auckland Bars and Sagar/various ports in India.

4.9.7 The contractor has to ensure operating the Survey Launch with competent Inland Master / Navigational Watch Keeping Officer, Engine Driver and crew with adequate experience. The Contractor has to follow all safety regulations while carrying out Hydrographic Surveys in Haldia Pot waters/various ports in India.

4.9.8 The manning provided by the Contractor should be available for operation of Survey Launch-III round the clock.

4.9.9 The rate quoted by the Contractor shall include all expenses of the crew including wages, transportation etc.

#### **4.10 Notice to Contractor**

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

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

The survey launch should be operated by the Contractor causing the minimum hindrance for any maritime traffic or surface traffic.

### **5. Performance Security**

5.1 Within Ten (10) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security to the DCI as specified in the Special Conditions of Contract.

5.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.

5.3 A sum equal to 5% of the of the contract as indicated in work order shall be deposited by the contractor by NEFT/RTGS or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalised Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Haldia as per Performa at Annexure enclosed. Bank Guarantee shall be valid till completion of work including extended period, if any. In case the contract is further extended for one year or less, sum equal to 5% 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. Alternatively at Contractors option, EMD can be converted as part of the performance security and balance amount shall be deposited by the contractor by Demand Draft or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank.

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

## **6.0 Insurance**

6.1 The contractor shall without limiting his or the DCI's obligations and responsibilities insure in the joint names of the contractor and the DCI.

6.2 The contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.

6.3 Against liabilities for death or injury to any person or loss or damage to any property arising out of the performance of the contract (Third Party Insurance).

6.4 Against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen)

6.5 The 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.

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

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

## **8. Payment**

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

8.2 The Bill for Services rendered will be scrutinized by Project in charge, DCIL and forward the same to DCIL H.O. for realizing payment through NEFT/RTGS as per practice in vogue. No cash payment or advance will be payable to the contractor. The work done certificate/ logbook shall be certified by Site-In-Charge or the person nominated by Project in charge, The payment will be made only for services provided as per Price Bid/ Negotiated Rates. Payment shall be made within 30 (thirty) days of submission of an invoice/claim by the Contractor complete in all respects.

8.3 The logbook is to be maintained by the contractor for the payment of services provided to be certified by DCI representative on daily basis and must be submitted along with the monthly invoice.

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

## **9. Prices**

9.1 Contract shall not vary from the prices quoted by the Contractor in its Bid subject to Clause 3 of SCC.

## **10. Change Orders**

10.1 The DCI may at any time by a written order given to the 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**

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

## **12. Assignment**

12.1 The 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**

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

## **14. Delays in the Contractor's Performance**

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

14.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the DCI in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor'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 1% of annual contract value per week or part thereof will be deducted from contractor's running bills as liquidated damages if the Contractor fails to provide manning within 15 days from the date of work order, or failure to provide manning during the period of contract, subject to maximum of 10% of the annual contract value. Once the maximum is reached, the DCI may consider termination of the contract pursuant to GCC Clause No.17.

## **16. Penalty**

16.1 Penalty will be imposed on the Contractor on pro-rata basis for non-compliance of the following:

16.1.1 Not properly maintaining the manning as specified in the tender.

16.1.2 Non-operation of Launch due to shortage of manning/ damage caused by the operating staff.

16.1.3 In case of Contractor's services not up to the mark as certified by the In-charge of the Survey Launch.

**Note:** The Contractor has to maintain the required manning as per the contract and the Launch should always be available with required manning as per I.V. Act with class certificate of manning of vessels. Failure to comply, as certified by PO, Haldia, a penalty of one fourth of the rate agreed for each operating day will be deducted from the payable amounts



## **17. Termination for Default**

17.1 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:

17.1.1 If the Contractor fails to provide the services within 30 days from the date of work order, or within any extension thereof granted by the DCI pursuant to GCC Clause 14; or

17.1.2 If the Contractor fails to perform any other obligation(s) under the Contract.

17.1.3 If the services of the manning contractor is no longer required for DCI for any reason. In such case DCI shall give one month notice to the contractor.

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

17.2 In the event the DCI terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, 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.

## **18. Force Majeure**

18.1 Notwithstanding the provisions of GCC Clauses 15, 16, 17 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

18.3 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.

## **19. Termination for Insolvency**

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

## **20. 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 month will be given.

## **21. Settlement of Disputes**

21.1 If any dispute or difference of any kind whatsoever shall arise between the DCI and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

21.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DCI or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

21.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to providing of the services or after providing the services under the Contract.

21.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure as specified in the SCC.

21.5 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the DCI shall pay the Contractor any monies due to the Contractor.

## **22. Limitation of Liability:**

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

**23. 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.

**24. Applicable Law**

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

**25. Compliance with Statutory Requirements:**

25.1 The contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, I.V. Act (Inland Vessels 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.

**26. Taxes and Duties**

26.1 The contractor shall pay all taxes, levies, duties, etc. excluding G.S.T. which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract. If any new taxes and/or increase / decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract; The G.S.T. will be reimbursed to the contractor subject to production of proof of payment made to the Service Tax authorities.

**27. Income Tax Deduction:**

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

**28. Employment of Relatives:**

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

**29. Notices:**

29.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or Fax / cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

29.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

29.3 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 in the bid process and have not committed any offence under the PC Act in connection with the bid.

29.4 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.

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

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

**TABLE OF CLAUSES**

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## **SECTION -IV**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **(SCC)**

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

#### **1. SCOPE OF WORK:**

##### **A). General:**

i. The DCI Survey Launch –III is presently stationed at Haldia for carrying out bathymetric surveys in Haldia/ Kolkata Port waters/various ports in India i.e. in connection with maintenance dredging assignment at Haldia. The survey launch-III will be shifted to various ports in India also to carry out survey depending on DCI 's requirements. The survey launch is equipped with highly sophisticated survey equipment consisting of DGPS, Echo sounder, Sub Bottom Profiler, Side scan sonar, Magnetometer; Radio tide Gauge, Current meter, radar etc. The Officers / Crew employed by the contractor must be conversant with DCI's operational requirement as well as rules and regulations of statutory authorities / Port authorities.

ii. The contractor is responsible for manning and operating the survey launch as per directives of authorized officers of DCI. The representative of the DCI will visit the launch from time to time to check for guidance and monitoring the performance of the launch.

iii. Generally launch shall be operated for 1 carrying Bathymetric surveys at maneuvering speed of 5 Knots but depending on operational requirement, the speed will have to be increased to maximum.

iv. The contractor has to ensure operating the launch with competent Engineer, Inland master / Navigational Watch Keeping Officer (NWKO) and crew with adequate experience. One of the crew members should be a GMDSS (GOC) certificate holder as per Wireless Telegraphy Act of Ministry of Communication.

v. Food and other facilities as per labor and marine law for launch crew shall be arranged by the contractor.

vi. The survey launch shall be under operational command of Project in charge, DCIL, Haldia or his authorized representative.

- vii. The authorized officer nominated by Project in charge, DCIL, Haldia will be the In-Charge for all the minor repairs, maintenance, routines etc., carried out by the contractor as specified in clause no. F-(1) (SCC) for better up keep of the survey launch.
- viii. The survey launch shall be made ready by Master for carrying out bathymetric surveys with in half-an-hour of receiving appropriate order from the authorized officer.
- ix. All transportation cost towards men and material is the responsibility of the contractor.
- x. The launch shall generally be in operational state from 0600 hrs to 1900 hrs. The launch shall be deemed to be in operation from the point of the main engines are started till such time the main engines are stopped. However the launch shall be manned for 24 Hrs.

**B). Specification of the Launch:**

|                      |                                  |
|----------------------|----------------------------------|
| Overall Length       | - 16.00 M.                       |
| Breadth Moulded      | - 4.480 M.                       |
| Depth Moulded        | - 2.490 M.                       |
| Maximum Draft        | - 1.450 M.                       |
| Maximum Speed        | - 9.80 Knots.                    |
| Gross Tonnage        | - 41.01                          |
| Net Tonnage          | - 12.30                          |
| Main Engines         | - Cummins- 2x201 Kw at 1800 RPM. |
| Gearbox              | - Twin ZF325 1A                  |
| Generators           | - Kirloskar-2 No.30 KVA          |
| Steering Gear        | - Hydrive Engineering            |
| Certificate of Class | - IRS                            |
| Registration         | - Under I.V.Act.                 |
| Year of Built        | - 2009                           |

Besides the above, the survey lunch is equipped with highly sophisticated survey and communication equipment consisting of DGPS, Echo sounder, Radio Tide Gauge, Current Meter, radar, VHF, SSB Radio, SART etc., and complies with GMDSS requirement.

**C). Operating Personnel:**

- i. The survey launch is to be statutorily manned during operation (Hydrographic survey period) with the following:

|   |        |
|---|--------|
| First Class Inland Master / Navigational Watch Keeping Officer (NWKO) | - 1No. |
| Second Class Master/ Certified Sarang                                 | -1No   |
| First Class Engine driver   | 1No.   |
| Second Class Engine driver  | 1No.   |
| Helpers   | 4Nos.  |



ii. The contractor should maintain the statutory manning under I.V. Act with class during operation of the launch and adequate manning during non-operation of the launch for safe flotation of the launch. The contractor is fully responsible for safety of the launch, crew deployed onboard survey launch during the period of engagement with DCI. The Engineer and Master shall have valid certificate of competency. The contractor will be required to produce the copies of such certificates to DCI. The contractor shall inform MMD (Kolkata)/ equivalent body in case of various ports in India for operation of the launch within the jurisdiction of Kolkata / Haldia Port up to Sagar with the personnel to be deployed by him. Informatively the launch shall be utilized for Hydrographic surveys approximate 5 (five) days per week.

**D). Liaison Officer:**

i. A liaison officer should be employed by the contractor for interacting / communicating with DCI Project Office / Site Office, launch and other concerned Officers at DCI Haldia / Kolkata. Such liaison officer shall have contact Phone at Kolkata / Haldia with mobile/ residential Telephone facility. He should be a person having experience in the field of Marine Operation.

**E). Consumables & Stores:**

i. All running stores, consumables and miscellaneous items including bulbs, fuses, cotton rags, soap, ropes, starting batteries, batteries for emergency power, fenders, paints (except under water paint) shall be provided by DCI Ltd.

**F). Repairs and Maintenance:**

i. General up keep and conducting routine maintenance will be contractor's responsibility and details shall be recorded in a log book to be maintained on board. This includes normal routine maintenance, general maintenance and cleanness of the Launch. The contractor has to ensure these jobs are carried out with the help of launch crew. The contractor has also to carry out the routine/periodical maintenance of engines so that the breakdown of the main engines, generators and other machinery are minimized.

ii. contractor shall ensure proper mooring and berthing of the vessel so as to keep the vessel ready and fit for operation.

iii. DCI shall arrange supply of spares, stores and logistic support, maintenance of survey equipments, servicing of machinery and equipment, overhauling, arranging surveyors, dry dock repairs, Service Engineers etc.

**G). Duration:**

- i. The contract is for Two years and may be extendable for one more year at DCI's discretion on same rate, terms and conditions as per the agreement.
- ii. Contract can be suspended temporarily by serving 7 days notice to the contractor in case the survey launch withdrawn for attending major repair for more than 30 days or any other reason. Similarly same contract to be re started by issuing 7 days notice to the contractor.

**H). Log Book:**

- i. The successful tenderer has to maintain a daily log book. All particulars of the launch including movement of the launch, engine's important parameters, spares used, sub-contractor deployed, fuel oil and lube oil consumed/ bunkered etc., to be logged daily and to be signed by the Engineer-In-Charge, Master of the launch and same will be checked and counter signed by Project Manager, DCIL. Monthly log extract to be prepared covering all the above stated parameters duly signed by the Engineer-In-Charge, Master and same to be submitted with the monthly bill without which no payment will be released. The daily log book to be retained onboard / office and same to be produced on demand. The printed log book and log abstract shall be provided by DCI.

**I). Fuel and Lubricants:**

- i. Fuel and lubricants shall be arranged by DCI from time to time. The record of fuel consumption shall me maintained by the contractor. If any lapsed will be arise penalty may be imposed accordingly.

**J). Ownership:**

- i. Handing over the vessel for operation does not imply and transfer of ownership. DCI will remain the rightful owner of the vessel in all respects.
- ii. In case of any damage to the DCI's assets, Survey and communication equipments including Survey Launch-III by dint of mishandling of the launch by the contractor or his crew and the same damages are not repaired / renewed by the contractor, Project in charge, DCIL
- iii. Or his authorized representative shall have the right to get the same done by whatever means found appropriate and the costs of the same shall be recovered from the contractor.
- iv. Prior to commencement of contract period, a joint inspection would be carried out with the contractor's representative & DCI's representative and each and every movable and immovable item onboard the vessel shall be recorded under joint signature and their conditions be noted for record. At the end of the contract period, the said list shall be cross checked and if the condition of any item of material if found to be bad / missing, the cost of such damage to the property shall be assessed by DCI and the deduction to be made from the contractor's outstanding dues except normal wear and tear. The contractor shall be responsible for safety and working readiness of the vessel and its parts and fittings through out the contract period. DCI's acceptance signed by the authorized officer only shall relieve the contractor of his responsibility.

.....  
**K).Accrual of Charges:**

i. The contractual charges are inclusive of all the expenses connected to manning, operation, shore lodging, boarding and transportation for crew and officers and also any other contractual obligations.

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

2.1 Within ten (10) days after receipt of the notification of award of the contract, the Contractor shall furnish Performance Security to the DCI as specified below.

2.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

A sum equal to 10% of the contract value as indicated in the work order shall be deposited by the contractor as Performance Security Deposit with DCI as per Performa at Annexure enclosed. Alternatively at Contractors option, EMD can be converted as part of the performance security and balance amount shall be deposited by the contractor by Demand Draft or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank.

2.3 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.

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

No price variation will be allowed for whatsoever reason during the currency of the contract and the extended period if any.

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

GCC 15.1—Applicable rate: 1% per week.  
Maximum deduction: 10%

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

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

i) The decision of the R.G..M. Kolkata shall be final, conclusive and binding on all parties to the contract upon all questions relating to the scope of the work, conditions of contract and instructions and as to the quality of workmanship etc. or any matter arising out or relating to the scope of the work or the execution or failure to execute the same arising during the course of work and in the maintenance period. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the R.G.M.

ii) Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above (i) or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof. This Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The sole Arbitrator is prohibited from awarding any interest in the award either for the pre reference period or pendentile. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

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

Add as Clause 24.2

**24.2 Provident Fund Contributions:**

The bidder shall process an independent PF Code number obtained from the concerned PF Commissioner and submit the photocopy of the same along with the tender.

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

GCC 28.1—Contractor's address for notice purposes:

PROJECT IN-CHARGE  
DREDGING CORPORATION OF INDIA LTD  
HPSU BUILDING, TOWNSHIP, HALDIA  
DIST- PURBAMEDINIPUR, WEST BENGAL. (INDIA) PIN 721604  
PH-03224-263981

**E – MAIL ID: [pohaldia@dcil.co.in](mailto:pohaldia@dcil.co.in)**

**8. Sunken Equipment:**

If any equipment (floating or otherwise) belonging to the Contractor or Sub-contractor or any material or things therein or thereafter sink from any cause whatsoever, it shall immediately be reported by the Contractor to the Competent Authority and Contractor shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as Port/ DCI may direct. The fact that the sunken equipment, material or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Contractor from his obligations under this clause to raise and remove the same.

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

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

9. Manpower may reduce if the V/L will under long maintenance or breakdown or emergency repair or emergency Dry Dock.

10. In case the launch is under breakdown for a long time then the manpower will be reduced in 50% of its original i.e. man power will be one no master, one no engine driver and two nos. of lascar. Accordingly payment will be reduced in 50% as per BOQ.

11. During the inspection of V/L if it will found any absence of manpower, DCI official have right to write the shortfall of manpower according payment will be deducted.

**L). Certification of Operating Personnel:**

The certification of the survey launch is to be statutorily manned during operation (Hydrographic survey period) with the following:

| Sl. No. | Manning position  | Qualification  |
|---------|---|--|
| 1       | First Class Inland Master /<br>Navigational Watch Keeping Officer<br>(NWKO) | 1 <sup>st</sup> class certificate of<br>Master or above        |
| 2       | Second Class Master/ Certified<br>Sarang                                    | 2 <sup>nd</sup> class certificate of<br>Master or above        |
| 3       | First Class Engine driver   | 1 <sup>st</sup> class certificate of<br>Engine driver or above |
| 4       | Second Class Engine driver  | 2 <sup>nd</sup> class certificate of<br>Engine driver or above |
| 5       | Helpers   | 10 <sup>th</sup> pass or above                                 |

**SECTION V**

**TECHNICAL SPECIFICATION**

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

# **SECTION- VI**

## **SAMPLE FORMS**



**SECTION – VI**

**SAMPLE FORMS**

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## **SECTION – VI**

### **SAMPLE FORMS**

#### **Notes on the Sample Forms**

The Bidder shall complete and submit with its price 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 Manning proposed to be engaged for operatingDCI Survey Launch- III along with copies of the Certificates should be submitted with the Techno-Commercial Bid.

## 1. Bid Form

Date:-----

To:

**DREDGING CORPORATION OF INDIA LTD.  
TOWNSHIP:: HALDIA.  
PURBA MEDINIPUR.WEST BENGAL  
(INDIA)  
TELEPHONE NO. 03224-253983  
E – MAIL ID: [pohaldia@dcil.co.in](mailto:pohaldia@dcil.co.in)**

Gentlemen:

Having examined the bidding documents including Addenda Nos.[*insertnumbers*], the receipt of which is hereby duly acknowledged, we, theundersigned, 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 \_\_\_\_\_

## **2. PRICE SCHEDULE**

### **PREAMBLE TO PRICE BID**

1. The items given in the Bill of Quantities are for Providing/ supply manning and operating DCI Survey Launch- III for carrying out Hydrographic Surveys in Haldia Port waters (Jellingham, Haldia Anchorage, Eden, Auckland Bars and Sagar) at Haldia/various ports in India.
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.

### **PRICE BID**

**NAME OF WORK:** Providing/ supply manning and operating DCI Survey Launch- III for carrying out Hydrographic Surveys in Haldia Port waters (Jellingham, Haldia Anchorage, Eden, Auckland Bars and Sagar) at Haldia/various ports in India.

| Sl. No. | Description  | Unit   | Rate per person (Rs.) |   | Total Rate (Rs.) |                   |               |                   |
|---------|--|--------|-----------------------|---|------------------|-------------------|---------------|-------------------|
|         |  |        | Operating day         | Non operating day (should be less at least by 10 % than the rate for operating day) | In Figure        |                   | In Work       |                   |
|         |  |        |                       |   | Operating day    | Non operating day | Operating day | Non operating day |
| 1       | Providing/ supply manning and operating DCI Survey Launch- III for carrying out Hydrographic Surveys in Haldia Port waters (Jellingham, Haldia Anchorage, Eden, Auckland Bars and Sagar) at Haldia/various ports in India. | 01 no. |                       |   |                  |                   |               |                   |
| 2       | Providing/ supply manning and operating DCI Survey Launch- III for carrying out Hydrographic Surveys in Haldia Port waters (Jellingham, Haldia Anchorage, Eden, Auckland Bars and Sagar) at Haldia/various ports in India. | 01 no. |                       |   |                  |                   |               |                   |
| 3       | Providing/ supply manning and operating DCI Survey Launch- III for carrying out Hydrographic Surveys in Haldia Port waters (Jellingham, Haldia Anchorage, Eden, Auckland Bars and Sagar) at Haldia/various ports in India. | 01 no. |                       |   |                  |                   |               |                   |
| 4       | Providing/ supply manning and operating DCI Survey Launch- III for carrying out Hydrographic Surveys in Haldia Port waters (Jellingham, Haldia Anchorage, Eden, Auckland Bars and Sagar) at Haldia/various ports in India. | 01 no. |                       |   |                  |                   |               |                   |
| 5       | Providing/ supply manning and operating DCI Survey Launch- III for carrying out Hydrographic Surveys in Haldia Port waters (Jellingham, Haldia Anchorage, Eden, Auckland Bars and Sagar) at Haldia/various ports in India. | 04 no. |                       |   |                  |                   |               |                   |

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

Bank Guarantee No.

Date:-----

To

PROJECT IN CHARGE  
DREDGING CORPORATION OF INDIA LTD.  
HPSU BUILDING TOWNSHIP:: HALDIA.  
PURBA MEDINIPUR.WEST BENGAL (INDIA)  
TELEPHONE NO. 03224-263984  
E – MAIL ID: [pohaldia@dcil.co.in](mailto:pohaldia@dcil.co.in)

WHERE AS (hereinafter) called “the Tenderer” has  
submitted its tender dated .....for the execution of (name of  
work).....(hereinafter called “the Tender”) in favor Of

DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area,  
Visakhapatnam – 530 035 hereinafter called the “CORPORATION”. KNOW ALL MEN by  
these presents that we, (Bankers full address) (hereinafter called “the Bank” are bound  
unto the Corporation for the sum of Rs.....(Rupees.....only) for which  
payment will and truly to be made to the said Corporation, the Bank binds itself, its  
successors and assigns by these presents:

THE CONDITIONS of this obligation are:

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

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

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

Dated.....day of .....2020

For

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

**4. FORM OF CONTRACT AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN the  
..... , a body corporate under ..... having its registered  
office at ..... (hereinafter called “the Employer”,

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

\_\_\_\_\_ and the Contractor  
has offered to

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.

4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) at the times and in the manner prescribed by the Contract.

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

Signed and sealed by:

**CONTRACTOR**

Signature :

Signature:

Name :

Name :

Designation :

Designation

Seal :

Seal :

In the presence of

Witness

a) Signature

Signature

Name & Address:

Name & Address:



**5. FORM OF BANK GUARANTEE BOND**

**(IN LIEU OF SECURITY DEPOSIT)**

Bank Guarantee No.

Date

To  
Dredging Corporation of India Limited

.....  
.....

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the “DCI”) having agreed to exempt M/s ..... having its Registered Office at .....(herein after called the said “Contractor” from the demand under the terms and conditions of an Agreement / Contract / Work Order dated .....made between DCI and Contractor for .....(herein after called the said “Agreement”), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for .....

..... only), we .....(hereinafter referred (indicate the name of the Bank) to as “the Bank” at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceeding .....against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement. 2. We, .....

( indicate the name of Bank)

do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor’s failure to perform the said Agreement. Any such demand

made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding.....(say) ..... only).

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

4. We ..... further

(indicate name of the Bank)

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

5. We, ..... further agree

(indicate name of the Bank)

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

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

7. We, ..... lastly undertake not to

(indicate name of the Bank)

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

8.

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

Dated the .....day of

.....2020.

## **6. Qualification Requirements**

(Referred to in Clause 11.2 of ITB)

### **A) Financial Qualification:**

The bidder should furnish

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

### **B) Technical Qualification:**

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

- Brief description of the work
- List of the Inland Masters & Engine Drivers employed
- Contract amount
- Time limit for completion
- Whether the work has been completed within the time
- Whether any liquidated damages have been levied.

**7. Details & List of Inland Masters, Engine Drivers Proposed for engaged**

1. Name (s) of the 1<sup>St</sup> Class Inland Master / Navigational Watch keeping Officer (NWKO) :

2. Name (s) of the 2<sup>nd</sup> Class Master / Certified Sarang :

3. Name (s) of the 1<sup>st</sup> Class Engine Driver :

4. Name(s) of the 2<sup>nd</sup> Class Engine Driver :

5. Copies of the original Certificates issued by MMD :

6. Proof of experience in similar nature of work (s) :

# **SECTION VII**

## **CHECK LIST FOR TECHNO-COMMERCIAL BID**

**SECTION – VII**  
**CHECK LIST FOR TECHNO- COMMERCIAL BID**

1. A Bid Form except the Price Schedule
2. A list of similar works tendered for and in hand/being executed as on the date of submission of tender.
3. A detailed list of Inland Masters , Engine Drivers with certificate of competency issued by MMD available with the tenderer and are proposed for deployment for the work.
4. 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 Inland Masters & Engine drivers deployed
    - Contract amount
    - Time limit for completion
    - Whether the work has been completed within the stipulated time.
    - Whether any liquidated damages have been levied.
  -
5. Earnest money deposit to be submitted in the form of NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender.
  - Bank Guarantee
  -
6. PAN Number

7. Registration with Provident Fund Authorities.
8. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
9. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
10. Information regarding any current litigation in which the tenderer is involved.
11. Copies of original certificates of crew i.e Inland Masters / Navigational Watch Keeping Officers (NWKO), Engine drivers, issued by MMD.
12. Copy of the existing insurance policy covering the crew and third party.
13. The bidder shall have to give a Certificate as specified in Clause 27 of GCC.
14. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.
15. One no. cancel check.



**DREDGING CORPORATION OF INDIA LIMITED**

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

\* To be filled by Respective Finance Sections

FORM ReCREATED ON 30/05/2018