



DREDGING CORPORATION OF INDIA LTD  
Project office: Paradip

Ref: DCI/OPS/PDP/Hiring of Cranes/2020

Date: 28.09.2020

Name of Work: Supply of Escort cranes of 15/12/10 Tons lifting capacity for projects use at Paradip Port Sites on as and when required basis- Reg.

TENDER ISSUED TO M/s. ....

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Project Manager

**Signature of Contractor with seal**

INVITATION FOR BIDS (IFB)/ (NOTICE INVITING TENDER)

Sealed Tenders are invited in one cover for DREDGING CORPORATION OF INDIA LIMITED (DCIL), Project Office Paradip from experienced contractors for "Supply of Escort cranes of 15/12/10 Tons lifting capacity for projects use at Paradip Port Sites on as and when required basis."

1.	Name of Works	:	Supply of Escort cranes of 15/12/10 Tons lifting capacity for projects use at Paradip Port Sites on as and when required basis.
2.	Period of Contract	:	One Year from the date of issuance of work order and extendable for one year with the same rates, terms and conditions at the discretion of DCIL.
3.	Earnest Money Deposit	:	Rs.19,800/- (Nineteen thousand eight hundred only) a) Name of the Company: M/s. Dredging Corporation of India Ltd, b) Name of the Bank: Syndicate Bank. c) Branch Name: DCI Ltd, Branch, Port Area, Visakhapatnam-530001. d) Current Account No.: 35833070000014 e) IFSC Code: SYNB0003583 f) Swift Code: SYNBINBB032 g) GST No. 37AAACD6021B1ZB
4.	Issue of Tenders through DCI website	:	28.09.2020 from 10:00Hrs to 07.10.2020 up to 15:00Hrs
5.	Last date for receipt of Tenders	:	07.10.2020 up to 1500 Hrs. at DCI Project Office, Room No.5&6 , Old Trade Centre, Near Hanuman temple, Paradip -754142.
6.	Opening of Bids	:	07.10.2020 up to 1530 Hrs. at DCI Project Office, Room No.5&6 , Old Trade Centre, Near Hanuman temple, Paradip -754142.
7.	Tender document cost	:	Rs.295/- (Two Hundred and Ninety Five Only) (Inclusive of all Taxes)

Pre-Qualification Criteria:

1. Experience of having successfully completed / works on hand of similar works during last seven years ending August'2020 should be any of the following.
  - a. Three similar completed works / works on hand works each costing not less than the amount of Rs. 7.92 lakhs.  
or
  - a. Two similar completed works / works on hand works each costing not less than the amount of Rs. 9.90 lakhs.  
or
  - b. One similar completed work/ works on hand works costing not less than the amount of Rs.15.84 lakhs.

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2. Average Annual financial turn over during last 3 years ending 31 March 2019 should be at least Rs. 5.94 Lakhs.

Note: i) Works Completion certificate / works on hand /Along with work order(s) to be submitted as a proof for similar works

Interested eligible parties may download the tender document from the following websites: <https://eprocure.gov.in> and <http://www.dredge-india.com/tenders.html>. The payment towards cost of tender and EMD shall be made through NEFT/RTGS in favour of M/s. Dredging Corporation of India Limited, Visakhapatnam. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

Tenderers shall send mail to [treasury@dcil.co.in](mailto:treasury@dcil.co.in) for obtaining confirmation for the receipt of Tender documents fees and EMD by furnishing details of firm/party, bank and UTR number etc. DCI will acknowledge the receipt of the above after due verification. The receipt to be enclosed along with the Technical Bid (Cover-A). Tenderers may contact the following address for clarifications regarding, submission, receipt of tender etc. from 1000 Hrs to 1700 Hrs on all working days:

Project in Charge,  
Dredging Corporation Of India Ltd.  
Project office, Room No.5 & 6, 1<sup>st</sup> floor,  
Old Trade Centre, Near Hanuman temple, Port Area, Paradip- 754142.  
Telephone No 06722-221161, 0891-2871344/240  
E – MAIL ID : [poparadip@dcil.co.in](mailto:poparadip@dcil.co.in), [ksrao@dcil.co.in](mailto:ksrao@dcil.co.in), [manoj@dcil.co.in](mailto:manoj@dcil.co.in)

M/s. Dredging Corporation of India Ltd. reserves the right to:

1. Accept or reject any or all tenders without assigning any reason whatsoever.
2. Cancel the tender enquiry at any stage without assigning any reason.
3. Reject the tender received with counter conditions.
4. Award the work / split the work as per requirement of DCI

Project Manager

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INSTRUCTIONS TO BIDDERS(ITB)

1. Eligible Bidders
  - 1.1 This Invitation is open to all Contractors who satisfy the conditions stipulated in the bid document.
  - 1.2 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 DCI.
  - 1.3 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 29.
  
2. Cost of Bidding
 

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the DCI in no way will be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
  
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:
    - Instructions to Bidders (ITB)
    - General Conditions of Contract (GCC)
    - Special Conditions of Contract (SCC)
    - Sample Forms containing the following:
      - Bid Form.
      - Price Schedule (Schedule of Quantities)
      - Form of Contract Agreement.
      - Form of Bank Guarantee for Performance Security
      - Performa for Relatives.
      - Performa for Undertaking.
      - Performa for litigation.
      - Vendor Form.
      - Details / Specifications of Wooden Mechanised Cranes proposed to be deployed.
    - Check list for Techno Commercial Bid.
  - 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required as per 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
 

A prospective Bidder requiring any clarification of the bidding documents may contact Project Manager or his authorised officer for clarifications as per the address indicated in the tender.

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5. Language of Bid  
The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DCI shall be in English only.
6. Amendment of Bidding Documents  
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.

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

No press notification for any amendment will be issued. However, prospective bidders have to visit the websites [www.dredge-india.com](http://www.dredge-india.com), <http://eprocure.gov.in> before the date of submission for any corrigendum/addendum.

7. Documents Comprising the Bid  
The Bids shall be in Two Cover System consisting of:
  - 7.1 Techno Commercial Bid (Cover A)
    - 7.1.1 Duly filled and signed Bid Form.
    - 7.1.2 A list of works tendered for and in hand/being executed as on the date of submission of tender. (If any)
    - 7.1.3 A detailed list of Cranes / equipment available with the tenderer and which are proposed for deployment for the work under consideration including their specification.
    - 7.1.4 Documentary evidence of similar works carried out previously established in accordance with ITB Clause 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. Copies of Authentic performance certificates such as Work Order/ Agreement/Work Completion Certificate obtained from the client indicating the bidder has carried out similar works successfully to be produced to establish the credibility mentioning total value of work and period of completion of work.
    - 7.1.5 Copies of original certificates of registration etc., of the Cranes (s) proposed to be submitted to DCI Ltd., including copy of the valid insurance policy covering the Cranes.
    - 7.1.6 Copy of clear title of the ownership of the Cranes. If the tenderer is not the owner of the Cranes, necessary documents in support of the authorization or lease granted by the owner of the Cranes to the tenderer to offer and operate the HydraCranes by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized..
    - 7.1.7 Audited balance sheet, Profit & Loss account for the last three years ending 31<sup>st</sup> March'2019.
    - 7.1.8 Proof of Earnest Money Deposit through NEFT/RTGS furnished in accordance with ITB Clause 11.
    - 7.1.9 PAN Number issued by Income Tax Authorities.
    - 7.1.10 GST Registration Number.
    - 7.1.11 Bank Details along with 'Cancelled Cheque'.
    - 7.1.12 Registration with provident fund authorities.

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- 7.1.13 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
  - 7.1.14 Copies of original document defining place of registration and principal place of business of the company or partnership.
  - 7.1.15 Certificate for relatives in accordance with Clause No. 24 of GCC.
  - 7.1.16 Undertaking certificate in accordance with Clause No. 25 of GCC.
  - 7.1.17 Information regarding any current litigation in which the tenderer is involved in accordance with Clause No. 26 of GCC.
  - 7.1.18 Vendor Registration Form.
  - 7.1.19 Downloaded Tender Document duly signed and stamped on all the pages by tenderer.
- 7.2 Price Bid (Cover B)
- 7.2.1 Price Schedule
8. Bid Prices
- 8.1 The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the items proposed under the contract and include it in the cover containing the "Price Bid" - (Cover B) and properly sealed.
  - 8.2 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. Bid Currencies
- Prices shall be quoted in Indian Rupees only.
10. Documents Establishing Bidder's Eligibility and Qualifications
- 10.1 Pursuant to ITB Clause 7.1.4, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
  - 10.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the DCI's satisfaction that the Bidder has the financial & technical, capability and competency necessary to perform the contract as per Qualification Requirements.
11. Earnest Money Deposit (EMD)
- 11.1 Pursuant to ITB Clause 7.1.8, the Bidder shall furnish, the Earnest Money Deposit for an amount of Rs.19,800/- (Rupees Nineteen thousand eight hundred Only) through NEFT/RTGS in favour of Dredging Corporation of India Limited, Visakhapatnam. The Earnest Money Deposit shall not carry any interest.
  - 11.2 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 11.6.
  - 11.3 The Earnest money deposit shall be valid for thirty (60) days beyond the validity of the bid.
  - 11.4 Any bid not secured in accordance with ITB Clauses 11.1 and 11.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 20.

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- 11.5 Unsuccessful bidders' earnest money deposit will be returned within thirty (30) days from the placement of work order on LI-1 party and it does not carry any interest.
- 11.6 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 20.2,
  - b) In the case of a successful Bidder, if the Bidder fails:
    - i) To sign the contract in accordance with ITB Clause 27, (or)
    - ii) To furnish performance security in accordance with ITB Clause 28.
12. Period of Validity of Bids
- 12.1 The Tenderer should keep open the validity of the Bid for 60 (Sixty) 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 (Thirty) days.  
In case a request in writing or by E-mail/ Fax by DCI is made before the expiry of the initial validity period of 60 (Sixty) days stated above. The date of receipt of the request from DCI should be acknowledged.  
Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 12.2 In case DCI asks for extension for validity of bid, the earnest money deposit provided under ITB Clause 11 shall also be suitably extended.
13. Format and Signing of Bid
- 13.1 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.
- 13.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.
14. Sealing and Marking of Bids
- 14.1 The Techno- Commercial Bid along with all enclosures to be put in a sealed cover super scribed with the words – Cover-A "Supply of Escort cranes of 15/12/10 Tons lifting capacity for projects use at Paradip Port Sites on as and when required basis" to be submitted on or before due date and time specified in the NIT.
- 14.2 The Price Bid containing only tendered amount is required to be put in another sealed cover super scribed with the words – Cover-B "Price Bid" for the work "Supply of Escort cranes of 15/12/10 Tons lifting capacity for projects use at Paradip Port Sites on as and when required basis" to be submitted on or before due date and time specified in the NIT.
- 14.3 Tenderer should ensure that his tendered amount as per Cover - B is not mentioned in any other document directly or indirectly. The duly sealed covers "A" & "B" are to be put in a separate main sealed cover super scribed with the words "Name of the work "Supply of Escort cranes of 15/12/10 Tons lifting capacity for projects use at Paradip Port Sites on as and when required basis" to be submitted on or before due date and time specified in the NIT to the address mentioned below.
- PROJECT IN-CHARGE  
Dredging Corporation of India Limited,  
Room No. 5 &6, Old Trade Centre,  
Near Hanuman temple, Paradip -754142

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- 14.4 If the outer cover is not sealed and marked as required, DCI will assume no responsibility for the bid's misplacement or premature opening.
15. Deadline for Submission of Bids
- 15.1 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.
- 15.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 4, 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.
16. Late Bids  
Any bid received by the DCI after the deadline for submission of bids will be rejected and returned unopened to the Bidder.
17. Modification of Bids  
The Bidder cannot modify or withdraw its bid after the bid's submission.
18. Opening of Bids by DCI
- 18.1 DCI will open main cover and the Cover "A" Techno-Commercial Bids only in the presence of bidders' representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.
- 18.2 All the Covers "B" containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.
- 18.3 The bidders' names, bid modifications or with draws and the presence or absence of requisite earnest money deposit and such other details as 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 15.
19. Clarification of Bids
- 19.1 During technical evaluation of the bids, DCI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
20. Preliminary Examination
- 20.1 DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 20.2 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.
- 20.3 Prior to the detailed evaluation, pursuant to ITB Clause 21, 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. 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.
- 20.4 If a bid is not substantially responsive, it will be rejected by DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

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21. Evaluation and Comparison of Bids
  - 21.1 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, shall be notified to all the technically qualified bidders and will be opened in the presence of such authorised persons or representatives who wish to be present. Further, the tenderers shall quote their rates only in the prescribed price schedule/BOQ placed in the tender document and all the items in the price schedule/BOQ to be quoted.
  - 21.2 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 EMD may be forfeited.
22. Contacting the Dredging Corporation of India Ltd. (DCI)
  - 22.1 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.
  - 22.2 Any effort by a Bidder to influence DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
23. Post Qualification
  - 23.1 In the absence of pre-qualification, 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.
  - 23.2 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 DCI deems necessary and appropriate.
24. Award Criteria

Subject to ITB Clause 26, 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 ITB Clause 25.
25. Right to vary period of contract time
  - 25.1 The initial period of contract is 01 year from the date of issue of Work Order and extended for further 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.
  - 25.2 In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 03days 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 03days notice by the DCI project office, 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.
26. Right to Accept Any Bid and to Reject Any or All Bids

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

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27. Notification of Award (Letter of Intent)
- 27.1 Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing by registered letter or E-mail/ fax, to be confirmed in writing by registered letter, that its bid has been accepted. The notification of award will constitute the formation of the Contract.
28. Signing of Contract  
At the same time as DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement on Non- Judicial Rs.100/- Stamp Paper at his own expense, within 10 (Ten) days from issue of work order from the DCI. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 10 (Ten) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.
29. Performance Security  
Within 10 (Ten) days of the receipt of notification of award from the DCI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to furnish Performance Security within 10 (Ten) days from the date of issue work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.
30. Corrupt or Fraudulent Practices  
DCI requires that the Bidders/Contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, that DCI defines, the terms set forth below as follows:
- 30.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process or in contract execution; and
- 30.2 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive DCI of the benefits of free and open competition, 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. General
- 31.1 Bid Documents are not transferable.
- 31.2 Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.
- 31.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 31.4 All Signatures in the Document shall be dated.
- 31.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 31.6 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.

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- "Corporation" means Dredging Corporation of India Limited (DCI).
- "Chairman and Managing Director (CMD)" means the Chairman and Managing Director of DCI.
- "The Contract" means the agreement entered into between 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.
- "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- "The Services" means all of the services, which the Contractor is required to supply to the DCI under the Contract.
- "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".
- "Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- "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.
- "Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- "Contractor" means the person or persons, firm or company whose tender/offer has been accepted by DCI and includes the Contractor's Representatives, heirs, successors and assigns, if any permitted by the DCI.
- "Excepted Risks" are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- "Drawings" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution. Completion or maintenance of the works or temporary works and includes (without thereby limiting the Foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.
- "Site" means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the DCI for the purpose of the Contract.
- "GCC" mean the General Conditions of Contract.
- "SCC" means the Special Conditions of Contract.
- "Day" means calendar day.
- "Month" means the English calendar month.
- "Singular/Plural" Word importing the singular only, also includes the plural and vice-verse where the context so requires.
- "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.

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2. Application  
These General Conditions shall apply to the extent that they are not superseded by provisions in this and other parts of the Contract.
3. Standards  
The services provided under this contract shall conform to the Standards mentioned in "Technical Specifications".
4. The Contract & General Obligations of Contractor
  - 4.1 Applicability of Laws on the Contract  
The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the Court at Orissa, 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 Contract Agreement  
After receipt of work order and within 10 (Ten) days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on non-judicial Rs.100/- stamp paper to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 10 (Ten) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.
  - 4.3 Interpretation of Contract Document – Engineers' Power  
Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
  - 4.4 Contractor Cannot Sub-let the Work  
The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the DCIL. Even if such permission be granted, the Contractor shall remain responsible
    - 4.4.1 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
    - 4.4.2 For entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "Piece rate" basis shall not be deemed to be subletting under this clause.
  - 4.5 Contractors' Price  
The Contractor's quoted rates shall be deemed to have been inclusive of the following:
    - a) Precautionary measures to secure efficient protection of Docks, other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.

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- b) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefit and entry permits, wherever necessary..
  - c) The Contractor should make his own arrangements at his cost for breakdown, repair and maintenance. No payment is payable on these account.
  - d) The Cranes (s) should be adequately lit as per port rules and regulations and should have adequate lighting arrangements during embarking and disembarking at the jetty or at the dredger or at any other project sites.
  - e) The Cranes (s) has to run as per the instructions of the Master/CEO of the Dredger/Project Manager or any other officer nominated by the Project Manager. A log book shall be maintained by the Contractor which shall form the basis for the payment.
  - f) The Contractor's labourers have to follow all safety regulations while carrying out the works assigned by the site in charge.
  - g) In the event of the breakdown of the Cranes (s), the Contractor has to replace within 04Hours without causing any hindrance to the works. The replaced Cranes should not be less than 10/12/15 Tons weighing capacity. In case Contractor fails to make arrangement for a substitute Cranes, DCI will arrange a substitute Cranes at the risk and cost of the Contractor. No mobilization or de-mobilization will be paid for the substitute Cranes (s). The Cranes (s) should be available during operational hours.
  - h) The rate quoted by the Contractor shall include all running expenses of the Cranes including fuel, oil, grease, wages of crew etc. No additional payment is payable on these account.
  - i) The rate quoted by the contractor is inclusive of Loading, Transportation and unloading of the Machinery, Men and Materials, Mob & De-Mob, Fuel, Lube oil, repairs & spares, watch keeping, Port passes, all-inclusive but excluding GST.
  - j) The hiring charges of Hydra crane will be considered from the start of work at respective site and release of the equipment at site. This duration certified by DCI/ Authorized officer shall be considered as the hired period. During the entire engaged /hired period the machinery along with operator & Helper should be available at respective site.
  - k) The contractor should arrange to supply the proposed Machinery at requested site within minimum possible time i.e. within four (04) hours of intimation.
  - l) The tenderer may visit the respective site, examine the area where the dredging / pumping & reclamation works is being carried out at Paradip, and understand the nature of work before quoting the rate for supplying the proposed Hydra crane.
  - m) Valid Passes for men, material and equipment etc... Shall be obtained from PPT /NRL and concern Authorities from time to time. DCI will forward recommendation to PPT /NRL and other concern Authorities for obtaining the required permissions /Passes.
- 4.6 Responsibility of Contractor  
The Contractor shall be solely responsible for all adequacy, stability and safety of all site operations, even if any prior approval there has been taken from the Engineer or his Representative.
- 4.7 Contractor to Supervise the Works.  
Necessary and adequate supervision shall be provided by the contractor during execution of contract. The contractor or his competent and authorized agent or representative shall constantly be at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation specified in the Contract. The Contractor shall inform the engineer or his Representative in writing about such representative/agent of him at site.

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- 4.8 Contractor to deploy qualified men and Engineer's power to remove contractor's men.  
The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 24 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- 4.9 Contractor is Responsible for all Damages to Other Structures / Persons, Caused by him in Executing the Work  
The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify 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.
- 4.10 Contractor to Indemnify the DCI against all Claims for Loss, Damage etc.  
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:
- 4.10.1 Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- 4.10.2 Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.
- 4.10.3 Damage/injury caused to waterway and bridge on account of the movement of Contractor's vehicles and equipment in connection with the work.
- 4.10.4 Pollution of waterway and damage caused to river, lock, sea wall or other structures related to waterway,
- 4.11 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 to the address as appearing in the tender submitted. 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.
- 4.12 Works to cause minimum possible hindrance to traffic movement  
The Routine Cranes deployed should be operated by the Contractor causing minimum hindrance for any maritime traffic or surface traffic.
5. Performance Security
- 5.1 Successful tenderer shall be required to furnish an amount equivalent to 5% of the value of the contract by way of NEFT/RTGS/ Bank Guarantee in favor of Dredging Corporation of India Limited payable at Visakhapatnam within 10(Ten) days from the date of issue of Work Order.  
Failure of the successful Bidder to furnish Performance Security within 10(Ten) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD. If Bank Guarantee is submitted against Performance Security, it should be valid till 90 days beyond completion of contract.
- 5.2 Alternatively, the contractor may opt for conversion of EMD amount into Performance Security and the balance amount shall be deposited to the corporation

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- as Performance Security within 10 (Ten) days from the date of issue of the Work Order.
- 5.3 Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by DCI Project Manager or its representative. And after submission of No Due & No claim certificate.
6. Insurance
- 6.1 The Contractor should insure 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).
- 6.2 The Contractor should insure 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)
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
7. Payments
- 7.1 The Contractor's request(s) for payment shall be made to the Project Manager, DCIL , Paradip where the cranes are deployed or to the DCI Representative as instructed from time to time, in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfilment of other obligations stipulated in the Contract.
- 7.2 The Bill for Services rendered will be scrutinised by Project Manager, DCIL , Paradip and forward the same to DCIL H.O. for releasing 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 Manager, the payment will be made only for services provided as per accepted Rates. Payment shall be made within 45 (Forty Five) days of submission of an invoice/claim by the Contractor complete in all respects.
- 7.3 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.
- 7.4 The details of wages paid and statutory recoveries like PF Act etc. and other statutory recoveries of the crew/workers should be indicated in the wage slip and same must be attached to the Bill. Payment for the crew/workers should not be less than the minimum wages paid at the place of working. However the proof of payment of statutory recoveries like PF Act etc. should be submitted later periodically. (Quarterly payment).
- 7.5 Security Deposit of 5% shall be deducted from each Running Bill and same shall be refunded after completion of contract upon submission of No Dues No Claims Certificate from Contractor.

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8. Change Orders

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

8.2 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, 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.

9. Contract Amendments

Pursuant to Clause No. 8 of GCC, No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

10. Assignment

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

11. Delay in the Contractor's Performance

11.1 The performance of services shall be made by the Contractor in accordance with the time schedule prescribed by the DCI.

11.2 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.

12. Liquidated Damages: The Liquidated Damage of 1% per week or pro-rata up to a maximum of 10% of the contract value shall be levied on the Contractor under the following conditions.

- a. If the contractor fails to mobilize the Cranes within 04 Hrs from the date of written notification from DCIL.
- b. If the contractor delays more than 04 Hrs for recommencement of work after temporary suspension.
- c. If the contractor fails to supply additional Cranes within 08 Hours from the date of written notification from DCIL.
- d. If the contractor fails to provide substitute equipment within 04hours (in case of existing machinery break down)
- e. if the crane services are not available due to non-availability of diesel or operator /minor repairs etc,

However, if the liquidated damages reaches to maximum of 10% of contract value, taking into consideration at (12.a)(12.b)(12.c)(12.d)(12.e) Cumulative, DCI may consider termination of the Contract..

13. Termination for Default

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 for the reasons attributed such as:

13.1 If the Contractor fails to provide the service within stipulated time or within any extension thereof granted by the DCI (or)

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- 13.2 If the Contractor fails to submit Performance Security or execute Contract Agreement as per the conditions of tender. (or)
- 13.3 If the Contractor fails to perform any other obligation(s) under the Contract.
- 13.4 If the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practice in pursuant with Clause No. 30 of ITB in executing the Contract.
- 13.5 In the event the DCI terminates the Contract in whole or in part, 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 to perform the Contract to the extent not terminated.
14. Force Majeure
- 14.1 Notwithstanding the provisions of GCC Clauses 11, 12,&13, 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.
- 14.2 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.
- 14.3 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.
15. Termination for Insolvency  
The DCI may at any time terminate the Contract by giving 2 days 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.
16. 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 02 days will be given.
17. Settlement of Disputes/ Arbitration Clause
- 17.1. In case of dispute between DCI and Contractor, the issue will be referred to the CGM, Dredging Corporation of India Limited and the decision of CGM shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the CGM.

Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than

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those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by Managing Director/Chairman, of 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 re-enactment thereof. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

18. Limitation of Liability

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

19. 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.

20. Applicable Law

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

21. Compliance with Statutory Requirement

21.1 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.

21.2 The bidder shall process an independent PF Code number obtained from the concerned PF Commissioner and submit the photocopy of the same along with the tender. If the same is not submitted with the tender the bidder shall obtain the same and produce to DCI before the issue of the work order.

21.3 A Certificate from the Regional Provident Fund Commissioner (RPFC) shall be furnished by the contractor stating that PF Act etc. has been deducted from the employees and remitted to the concerned RPF Commissioner along with PF Number before releasing any payment to the Contractor. If the contractor fails to adhere to this condition DCI shall deduct 25.61% and may vary as per Govt. rates from time to time, namely

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- (i) Contribution of the worker - 12%
  - (ii) Matching contribution of the Employer - 12%
  - (iii) Inspection charges payable to RPFC - 1.61%
- of labour component value from the bill and remit the amount to DCIL ECPF Fund.
22. Taxes and Duties
- 22.1 The contractor shall pay all taxes, levies, duties, etc., excluding GST which he/she may be liable to pay to the State Government or Government of India or any other authority under 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.
- 22.2 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.
23. Income Tax Deduction  
Deduction of income tax shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax Act.
24. Employment of Relatives  
The bidder shall enclose a certificate that "he/she is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Shipping, Government of India". The bidder shall also furnish a declaration along with his tender enclosing the names of the relatives, if any, who are employed in DCI.
25. Undertaking certificate  
The tenderer shall enclose a certificate that the Contractor had not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
26. Litigation certificate  
The Contractor shall enclose a certificate that they did not have any current litigation with any party/firms. If he/she is in current litigation with any party/firms, the Contractor shall enclose the same along with this tender.
27. Notices
- 27.1 Any notice given by the party, pursuant to the Contract shall be sent in writing/telegram/fax/cable/E-mail to the address. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Project Office

PROJECT –IN-CHARGE

Dredging Corporation of India Limited,

Room No. 5 & , Old Trade Centre,

Near Hanuman Temple, Paradip -754142,

E-mail: [ksrao@dcil.co.in](mailto:ksrao@dcil.co.in), [poparadip@dcil.co.in](mailto:poparadip@dcil.co.in), [manoj@dcil.co.in](mailto:manoj@dcil.co.in)

28. No press notification for any amendment will be issued. However, prospective bidders have to visit the websites [www.dredge-india.com](http://www.dredge-india.com), <http://eprocure.gov.in> before the date of submission for any corrigendum/addendum.
29. In the following cases, the parties may be exempted from submission of EMD-(As per recent notifications by GOI).
- a. SSI Units registered with NSIC for the tendered items, subject to production of documentary proof, as to the registered value;

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- b. All Public Sector Undertakings, except in the case of tenders for Capital Purchases / Works;
- c. Firms / Parties registered with DCI for the tendered items / works, up to a tender value of Rs. 5 lakhs.

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SPECIAL CONDITIONS OF CONTRACT

(SCC)

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

1. SCOPE OF WORK:

- 1.1. Dredging Corporation of India Limited, Regional Office is carrying "Capital dredging at North Dock complex and Annual Maintenance dredging and likely to carry out dredging at Sand Trap and reclaim the area for Numaligarh Oil Refinery at Paradip". In this connection, the Corporation desires to hire Cranes services for loading, unloading shifting pipeline and pipeline accessories and also to attend for DCI project relate works at Paradip.
- 1.2. The Cranes also required for loading, shifting and unloading MS pipes, SFPL and its connected equipment and launching in water before commencement of work and lifting after completion of dredging works and other project miscellaneous works. And any other materials of DCI Dredger(s) from shore to Dredger(s) vice versa, during that period the Cranes crew members' assistance shall be utilized and no separate payment shall be made for such works.
- 1.3. The Cranes shall have the following amenities / arrangements / provisions to utilise for project works.
  - a) Cranes with required lifting capacity and stability to safely and properly carry out the works at DCI Stack yard, Site Office and In/Out side of Paradip Port area, Reclamation area throughout the contract period including extendable period.
  - b) The Lifting capacity should be minimum 15/12/10 Tonnes. And if the contractor at his option provides higher capacity, No additional payment whatsoever will be payable.
  - c) All the required statutory certificates such as licence, insurances, permits etc.. Must remain valid throughout the period of contract, including extension period, if any.
  - d) The crew provided for manning the Cranes should be qualified, experienced and competent to operate the Cranes.
  - e) Adequate Cell Phone Communication, all statutory requirements etc., as per relevant rules.
- 1.4. The services of the Cranes shall be used on shift of 08Hrs per day or thereof.
- 1.5. Rate quoted shall be inclusive of all Port Dues for plying in Port Areas, Passes for Crew, HSD, Lube oils and all consumable items for the Cranes operations inclusive of all men, material etc., complete during the contract period including extension period if any.
- 1.6. The period of the contract shall be 01 year from the date of issue of work order and extendable for one year with the same rates, terms and conditions at the discretion of DCI.
- 1.7. The Cranes should be capable to ply in all weather conditions of all the seasons in a year. The best suitable Cranes for the above purpose shall be selected and deployed.

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SAMPLE FORMSNotes on Sample Forms:

1. The Bid Form duly filled in should be submitted along with Techno-Commercial Bid (Cover A).
2. The Price Schedule shall be submitted only along with Price Bid (Cover B).
3. 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.
4. 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.
5. The Certificate for Employment of relatives duly filled in should be submitted along with Techno-Commercial Bid (Cover A).
6. The Certificate for Undertaking duly filled in should be submitted along with Techno-Commercial Bid (Cover A).
7. The Certificate for Litigation duly filled in should be submitted along with Techno-Commercial Bid (Cover A).
8. The details (PAN, GST, Bank Details etc.) of the bidder along with the supporting documents should be submitted with Techno-Commercial Bid (Cover A).
9. The Details/Specifications of the Escort Cranes proposed to be deployed in Paradip Port , along with supporting documents as per Cl. 7.1.5 of ITB should be submitted with the Techno-Commercial Bid. (Cover A).

**Signature of Contractor with seal**

1. Bid Form

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

To  
The Dredging Corporation of India Limited,  
Paradip- 754142

Gentlemen:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver as per scope of work 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 \_\_\_\_\_

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2. Price Schedule/Price Bid

Name of Work : Supply of Escort cranes of 15/12/10 Tons lifting capacity for projects use at Paradip Port Sites on as and when required basis - Reg.

Sl. No	Description of Item	Unit	Estimated Qty in a year	Rate per Shift of 08Hrs in Rs.	Amount in Rs. /Words
1	<p>Supply, manning and running of Escort crane with lifting capacity of</p> <p>a. 15Tons Capacity or b. 12Tons Capacity or c. 10 Tons Capacity</p> <p>On as and when required basis for project use at inside PPT and around Paradip Port sites within a radius of 10KM.</p> <p>The rate is inclusive of mobilization, de-mobilization, operator, helper, fuel, lube oil ,running repairs ,spares , port passes &amp;all inclusive but excluding GST.</p>	<p>Per Shift of 08 Hours Or Prorate thereof</p>	360 Shifts		

## NOTE:

- I. The Cranes/(s) will be engaged on shift of 8 hrs on as and when required basis.
- II. However, if the engagement is less than or equal to 04Hours, this will be counted as Half Shift i.e. 04 Hours and payment shall be made on pro-rata basis.
- III. If the Cranes engaged are more than 04 Hours and less than 08Hrs, this will be counted as Full Shift of 08Hrs and payment shall be made for one full shift of 08Hours.
- IV. The extra hours beyond 08 hours of shift, payment will be made on prorata basis.
- V. The engagement time of the crane/(s) shall be counted from the time of reporting at respective site and departure from site which is duly certified by DCI site in charge.
- VI. The rate is inclusive of all but excluding GST.

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### 3. Form of Contract Agreement

This agreement made on day of . between M/s.DREDGING CORPORATION OF INDIA LIMITED, a body under the Companies Act, 1956, having its registered Head Office at Visakhapatnam (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 "Supply of Escort cranes of 15/12/10 Tons lifting capacity for projects use at Paradip Port on as and when required basis." 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 witnessed 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 Tender submitted by the Contractor.
  - Instructions to Tenderer.
  - Conditions of Contract.
  - Special conditions of contract
  - Specification for the Works.
  - Price Bid.
  - Work order.
  - 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.

**Signature of Contractor with seal**

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

CONTRACTOR

EMPLOYER

Signature :

Signature :

Name :

Name :

Designation :

Designation :

Seal :

Seal :

In the presence of Witness

Signature :

Signature :

Name & Address :

Name & Address :

**Signature of Contractor with seal**

**4. Form of Bank Guarantee**  
**(In Lieu of Performance Security)**  
Bank Guarantee No.:

Date:

To  
 The Dredging Corporation of India Limited,  
 Paradip - 754142

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 Supply of Escort cranes of 15/12/10 Tons lifting capacity for projects use at Paradip Port on as and when required basis." (herein after called the said "Agreement"), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a \_\_\_\_\_ Bank \_\_\_\_\_ Guarantee \_\_\_\_\_ for \_\_\_\_\_(Rupees.....Only),

1. We .....hereinafter referred (indicate 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 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 .....(indicate name of Bank) 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 ..... (indicate name of the Bank) further 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.

**Signature of Contractor with seal**

5. We, ..... further agree (indicate name of the Bank) that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We, (indicate name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.
8. This guarantee will remain in force until ..... All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to .....(..... Only).

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

5. Performafor Employmentof Relatives

**Signature of Contractor with seal**

Date:

To

Project in Charge,  
Dredging Corporation Of India Ltd.  
Project office, Room No.5 & 6, 1<sup>st</sup> floor,  
Old Trade Centre, Near Hanuman temple, Port Area, Paradip- 754142

Sir,

Sub: Tender for "Supply of Escort cranes of 15/12/10 Tons lifting capacity for projects use at Paradip Port sites on as and when required basis."—Reg.

With reference to your Tender No.: DCI/OPS/PDP/Hiring of Cranes/2020/dated 28.09.2020 and as per Clause No. 24 of GCC, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'OR'

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

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

Thanking you,

Yours faithfully,

\*Strike out whichever is not applicable.

6. Pro-forma for Undertaking

**Signature of Contractor with seal**

Date:

To,  
Project in Charge,  
Dredging Corporation Of India Ltd.  
Project office, Room No.5 & 6, 1<sup>st</sup> floor,  
Old Trade Centre, Near Hanuman temple, Port Area, Paradip- 754142

Sir,

Sub: Tender for "Supply of Escort cranes of 15/12/10 Tons lifting capacity for projects use at Paradip Port on as and when required basis."–Reg.

With reference to your Tender No.: DCI/OPS/PDP/Hiring of Cranes/2020 Date: 28.09.2020 and as per Clause No. 25 of GCC, we hereby undertake that, we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.

&

As per Clause No. 25 of GCC, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

7. Performa for Litigation

**Signature of Contractor with seal**

Date:

To,  
Project in Charge,  
Dredging Corporation Of India Ltd.  
Project office, Room No.5 & 6, 1<sup>st</sup> floor,  
Old Trade Centre, Near Hanuman temple, Port Area, Paradip- 754142

Sir,

Sub: Tender for "Supply of Escort cranes of 15/12/10 Tons lifting capacity for projects use at Paradip Port Sites on as and when required basis."-Reg.

With reference to your Tender No.: DCI/OPS/PDP/Hiring of Cranes/2020 Date: 28.09.2020 and as per Clause No. 26 of GCC, we hereby certified that, we do not have any current litigation with any party/ firms.

'OR'

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

1.....

2.....

3.....

4.....

Thanking you,

Yours faithfully,

\*Strike out whichever is not applicable.

8. Vendor Form

**Signature of Contractor with seal**

1. Vendor Details

a) Name of the Vendor :

b) Address :

c) Place of Registration :

d) Principal place of business :

e) Email ID :

f) Contact No. :

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

a) PAN No. :

b) GSTIN :

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

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

a) Bank Name, Branch & City :

b) Bank Account Number :

c) IFSC :

9. Details / Specifications of Cranes proposed to be deployed

**Signature of Contractor with seal**



1. Name of the Owner :
2. Name of the Cranes :
3. Builder's Name & Address :
4. Year of Built :
5. Capacity :
6. Boom Length :
7. Make of the Engine :
8. Model No. of the Engine :
11. Horse Power of the Engine :
12. Year of Manufacture :
13. Particulars of the registry of Cranes and Year of registry. :

-

Checklist for Techno-Commercial & Price Bid

**Signature of Contractor with seal**

TECHNO-COMMERCIAL:

1. Duly filled and signed Bid Form.
2. A list of works tendered for and in hand/being executed as on the date of submission of tender. (If any)
3. A detailed list of Cranes / equipment available with the tenderer and which are proposed for deployment for the work under consideration including their specification.
4. Documentary evidence of similar works carried out previously established in accordance with ITB Clause 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. Copies of Authentic performance certificates such as Work Order/ Agreement/Work Completion Certificate obtained from the client indicating the bidder has carried out similar works successfully to be produced to establish the credibility mentioning total value of work and period of completion of work.
5. Copies of original certificates of registration etc., of the Cranes (s) proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the Cranes, Crew and Third Party.
6. Copy of clear title of the ownership of the Cranes. If the tenderer is not the owner of the Cranes, necessary documents in support of the authorization or lease granted by the owner of the Cranes to the tenderer to offer and operate the mechanized Cranes by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.
7. Audited balance sheet for the last three years ending 31<sup>st</sup> March'2019.
8. Proof of Earnest Money Deposit through NEFT/RTGS furnished in accordance with ITB Clause 11.
9. PAN Number issued by Income Tax Authorities.
10. GST Registration Number.
11. Bank Details along with 'Cancelled Cheque'.
12. Registration with provident fund authorities.
13. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
14. Copies of original document defining place of registration and principal place of business of the company or partnership.
15. Certificate for relatives in accordance with Clause No. 24 of GCC.
16. Undertaking certificate in accordance with Clause No. 25 of GCC.
17. Certificate for Litigation in accordance with Clause No. 26 of GCC.
18. Vendor Registration Form.
19. Downloaded Tender Document duly signed on all the pages by tenderer.

PRICE BID:

1. Price Schedule (Schedule of Quantities)

**Signature of Contractor with seal**